

A NEW EDITION, CORRECTED,

ORIGINAL
PRECEDENTS
IN

Conveyancing,

SETTLED AND APPROVED

BY THE

MOST EMINENT CONVEYANCERS;

INTERSPERSED WITH

THE OBSERVATIONS AND OPINIONS

OF

COUNSEL

UPON

VARIOUS INTRICATE CASES.

THE WHOLE SELECTED FROM

The Draughts of Actual Practice,

AND NOW FIRST PUBLISHED,

Under the Direction and immediate Inspection of

THOMAS WALTER WILLIAMS,

OF THE INNER TEMPLE, BARRISTER AT LAW.

In Four Volumes.

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CONFIDENTIAL

POST IMMEDIATE CONVEYANCE

THE OPERATIONS AND OPINIONS

COUNSEL

VARIOUS MATTERS IN CASE

SEP 30 1915

THE INQUIRY OF ACHIEVE THE

UNITED STATES DEPARTMENT OF JUSTICE

THOMAS W. ALLEN WILLIAMS

IN THE DISTRICT COURT OF THE UNITED STATES

IN THE DISTRICT COURT OF THE UNITED STATES

YOUR HONOR

TO ADOPT

IN THE DISTRICT COURT OF THE UNITED STATES

IN THE DISTRICT COURT OF THE UNITED STATES

TABLE OF THE CONTENTS
OF THE
SEVERAL PRECEDENTS
CONTAINED IN
THE FOURTH VOLUME.

Releases (continued).

A Conveyance of Freehold Premises by Deeds No. XVIII.
of Lease and Release, to a Corporation,
from Persons who had purchased the same in
Trust for such Corporation, by Virtue of Powers
in the Act for building Blackfriars Bridge,
enabling Bodies Corporate, &c. to purchase
other Lands in lieu of such as the City of Lon-
don should purchase under that Act. Pag. 1445.

A Re-conveyance of Mortgaged Premises, by N XIX.
Lease and Re-lease, from the Heir of the
Mortgagee, his Devisees and Administrators.

1455

A Conveyance of a Freehold Estate to a Purcha- No. XX.
ser by Deeds of Lease and Release from a Per-
son entitled under a Marriage Settlement: and
an Assignment of Policies of Insurance. 1455.

A Release of Monies charged upon a Freehold No. XXI.
Estate, from Administrators, with a Will an-
nexed, unto a Person who had been appointed
a Receiver of the Rents and Profits of such

- Estate, under a Decree of the Court of Chancery. Page 1474
- No. XXII. A Conveyance of Lands by Lease and Release, and a Fine and Recovery hereby covenanted to be levied and suffered. 1481
- No. XXIII. A Release from an Heir at Law and Trustees in a Settlement to a Purchaser. 1492
- No. XXIV. A Conveyance of Leasehold and Freehold Premises, pursuant to an Act of Parliament, from the Apothecaries Company, to the Mayor and Commonalty, and Citizens of the City of London, the Leasehold Premises by way of Surrender, the Freehold by Feoffment. 1498
- No. XXV. A Release in Fee from the Assignee of a Bankrupt's Estate, and the Bankrupt to a Purchaser. 1514
- No. XXVI. A Release from several Persons, who claimed Interest in the Premises, to the Assignees of a Bankrupt. 1525
- No. XXVII. A Release of the Equity of Redemption from the Heir of a Mortgagor to a Person in Trust for the Mortgagee. 1533
- No. XXVIII. A Release and Extinguishment of Right from Executors to a Devisee. 1540
- No. XXIX. A Release of a Legacy. 1549
- No. XXX. A Deed Poll on Disfranchising a Member of a Company, whereby the Corporation release him of his Freedom, and all Offices and Charges whereto he is engaged under Charters, Bye Laws, or otherwise. 1551

Revocations.

- No. I. A Deed of Revocation, Appointment and Release in Fee of a Manor, upon the same being sold to a Purchaser; Part of the Purchase-Money to remain on Mortgage of the Premises. 1557
- No. II. A Deed of Revocation of the Uses in a Marriage Settlement, and Appointment of other Uses. 1583
- Settlements.

Settlements.

A Settlement before Marriage of the Wife's Real and Personal Estates. No. I. Page 1586

A Settlement before Marriage of Bank Annuities transferred by the Wife's Father to Trustees. No. II.

1652

A Settlement before Marriage, whereby the Husband in Consideration of the Wife's Fortune, conveys a Freehold Estate to Trustees, for the Purpose of Paying the Rents to the Wife during Life, and after her death to raise a Sum of Money, with the Payment of which the Wife is hereby empowered to charge the Estate. No. III. 1666

A Settlement before Marriage, whereby the Father of the intended Husband, assigns a considerable Leasehold Estate to Trustees, in order to secure to the Wife for her separate Use, during Coverture, the Payment of an Annuity : after the Death of Husband and Wife, the Trustees are to stand possessed of the Premises for the Benefit of the Children of the Marriage. No. IV. 1693

Articles entered into, previous to Marriage, whereby the Father agrees to admit the intended Husband to a Share in Trade, and the Parents of the intended Wife also agree to advance him Monies in lieu of Legacies, which the Wife is entitled to ; the Son therefore agrees to settle a Moiety of the Wife's Estates to Uses. No. V. 1709

A Settlement before Marriage, whereby the intended Husband covenants to secure to the Wife an Annuity, and also a Jointure after his Death, in proportion to her Fortune, according to a Power in a Will authorising him so to do. The Husband likewise covenants to obtain an Act of Parliament to enable him to provide for the Children of the Marriage. No. VI. 1726

No. VII.

A Settlement before Marriage, whereby the Husband's Father covenants in Consideration of the Marriage, and of Money received from the Lady's Father to secure to the Son, during Life, an Annuity, and also to purchase for him with Part of the money, Rank in the Army. He likewise covenants to place Part of the Lady's Fortune in the Funds, and to pay a further Sum to Trustees to be settled upon various Trusts for the Benefit of Husband and Wife and the Children of the Marriage. — Part of the Lady's Fortune is herein settled for the Benefit of a Daughter by a first Husband. Page 1777

No. VIII.

A Settlement before Marriage of Freehold and Copyhold Estates, Bank Annuities, and South Sea Annuities, the Property of the Wife. 1801

Wills.

No. I.

A Will of Freeholds, Copyholds, Leaseholds, and Monies in the funds. 1843

No. II.

A Will of Freehold, Copyhold, Leasehold, and Personal Estates; the Testator devises the same to Trustees to secure an Annuity to his Wife, and likewise to provide for any Children that he might have by her; and in default of Issue he devises the same subject to the Annuity, &c. to the eldest Son of his Uncle; charged with the Payment of Monies. 1857

No. III.

A Devise of Copyhold Lands to be sold, the Money to be divided amongst the Testator's Children. 1861

No. IV.

A Bequest to children. 1863

No. V.

A Codicil to a Will. 1864

A TABLE

(4)

1834

TABLE OF THE CONTENTS

OF

THE SEVERAL CASES

CONTAINED IN

THE FOURTH VOLUME.

Releases.

WHETHER a Receipt from the Chamberlain of the City of London, for the Purchase Money directed under an Act to be paid to him for the Redemption of Quit-Rents, established by the same Act, is effectual, or whether any Conveyance is necessary.
1552

Settlements.

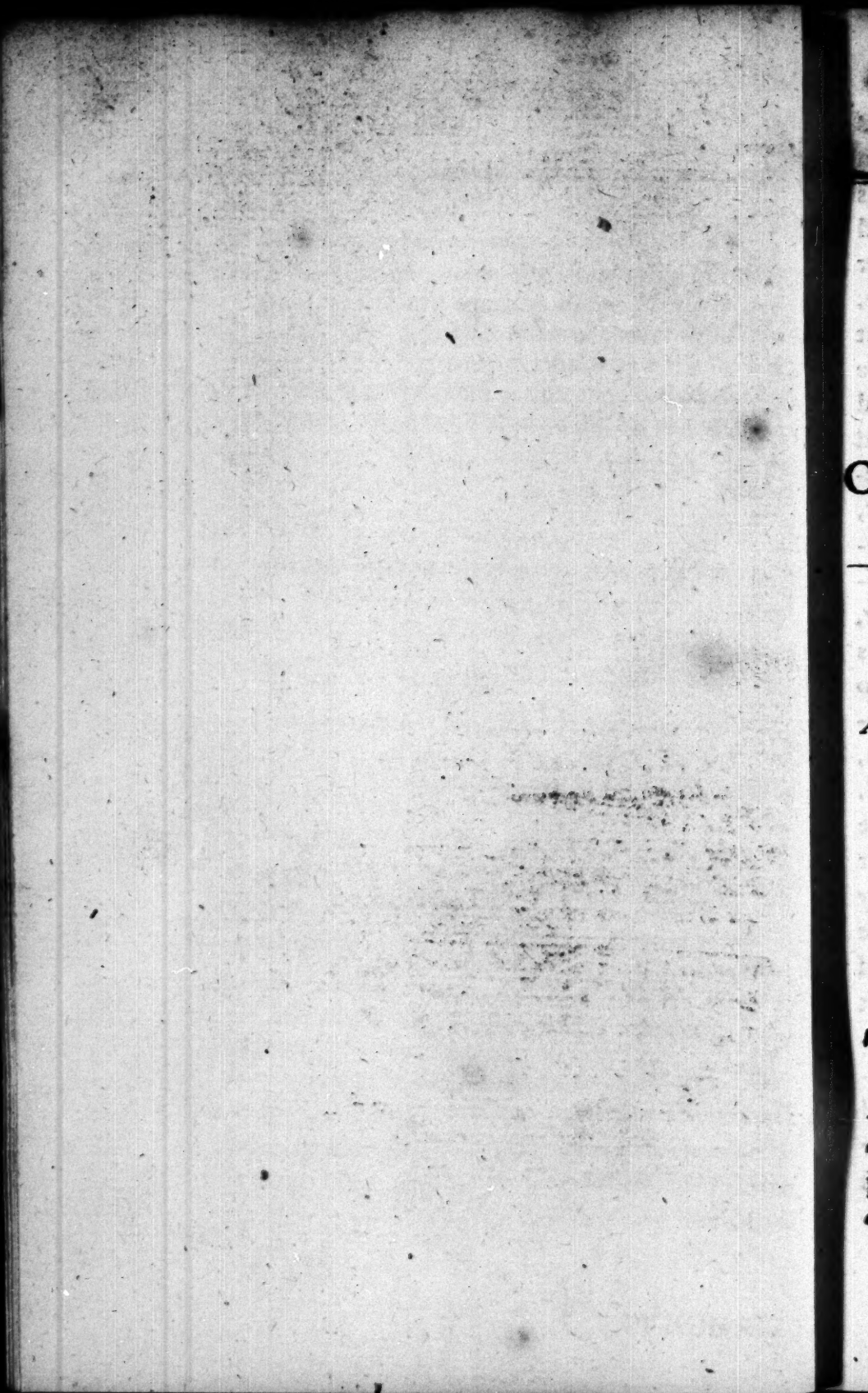
In Respect to the avoiding of a Settlement.
1834
Wills

Wills.

Whether a Devisee under the following Words,
“ *To A. I give and bequeath all my Freehold and
Copyhold Estates, subject to the Payment of Forty
Pounds a Year,*” takes an Estate in Fee, or for
Life; also whether an Executor is intitled to the
undisposed Residue of a Testator's personal
Estate.

1864

is,
nd
ty
or
he
al
64



ORIGINAL
PRECEDENTS
CONVEYANCING.

Releases (continued).

A Conveyance of Freehold Premisses by Deeds of Lease and Release, to a Corporation, from Persons who had purchased the same in Trust for such Corporation, by Virtue of Powers in the Act for building Blackfriars Bridge, enabling Bodies Corporate, &c. to purchase other Lands in lieu of such as the City of London should purchase under that Act.

No. XVIII.

THIS Indenture, &c. between Benjamin Philips, of —, in the parish of —, London, cheesemonger, and Reginald Dennison, of —, London, gentleman, of the one part; and the Master, Wardens, and Society of the art and mystery of A——, of the

The act for building Blackfriars bridge recited,

whereby corporations were empowered to sell lands to the city for the purposes of the act.

" The company
 " being by their
 " charter of in-
 " corporation
 " only empow-
 " ered to pur-
 " chase lands,
 " not exceeding
 " the clear year-
 " ly value of
 " 40l. beyond all
 " charges and
 " reprises: when
 " they purchaf-
 " ed the ground
 " sold the city,
 " with other
 " premisses, in
 " the reign of
 " king Charles
 " the First, he
 " granted them
 " his licence for
 " that pur-
 " pose, which
 " is the reason
 " for reciting
 " the act of
 " parliament,
 " to shew that
 " the company
 " have no occa-
 " sion for an-
 " other licence
 " on making
 " this pur-
 " chase."

" Qu. If proper,
 " or more ad-
 " viseable to
 " make the con-
 " veyance in
 " any other,
 " and what
 " manner?"

*Vide Mr. Du-
 ane's answer at
 the foot of this
 deed.*

city of *London*, of the other part; Whereas
 by an act of parliament made and passed in
 the twenty-ninth year of the reign of his
 late majesty, king *George* the Second, entitled
 An act for building a bridge cross the river
Thames from *Blackfriars*, in the city of *London*,
 to the opposite side in the county of *Surry*; it
 was amongst other things enacted, That the
 mayor, aldermen, and commons of the said
 city, in common council assembled, should
 have power and authority, and they were there-
 by authorised and empowered to design, direct,
 order, and build the said bridge, and to pre-
 serve and support the same when built, and af-
 ter reciting, that it might be necessary to make,
 widen, enlarge, or improve several streets, ways
 and passages, on each side the river *Thames*, to
 and from the said bridge. It was thereby fur-
 ther enacted, That the said mayor, aldermen,
 and commons, in common council assembled,
 should have full power and authority to agree
 with the owners and occupiers of, and other
 persons interested in such lands, tenements, or
 hereditaments, as they should for that purpose
 judge fit to be purchased, removed, or pulled
 down, for the purchase thereof: And that it
 should be lawful to and for all bodies poli-
 tic, corporate, or collegiate, corporations ag-
 gregate or sole, and all and every person and
 persons whomsoever, who were or should be
 seised or possessed of, or interested in any lands
 tene-

tenements, or hereditaments, which by the said mayor, aldermen, and commons, in common council assembled, should be thought necessary to be purchased for any of the purposes of the said act, to sell and convey all or any such lands, tenements, hereditaments, estates, and interests, or any part thereof, to the said mayor and commonalty and citizens. And it was thereby further enacted, That the principal money arising from the sale of any houses, edifices, lands, tenements, and hereditaments, which should be purchased of any body corporate or collegiate, corporation aggregate or sole, should with all convenient speed then afterwards, be reinvested in the purchase of other messuages, lands, tenements, and hereditaments, to be conveyed and settled, to and upon, and subject to the like uses, trusts, limitations, remainders, and contingencies, as the houses, edifices, lands, tenements, and hereditaments, which should be purchased from them respectively by the said mayor, commonalty, and citizens, were respectively settled, limited, or assured: as by the said in part recited act, among other clauses and powers therein contained, relation being thereto had, may appear.

And whereas the mayor, aldermen, and commons of the said city, in common council assembled, thinking it necessary that a piece of ground, whereof the said master, wardens, and society were seised in fee, should be purchased for the purposes of the said act, have agreed with the

The money arising by such sale to be reinvested in the purchase of other premises.

The city of London in consequence of such act purchased of the corporation certain premises.

A conveyance
of premises to
the present gran-
tors by deeds of
lease and release.

said master, wardens, and society for the purchase thereof, at and for the price or sum of one thousand eight hundred and forty-one pounds, which they have received, and in consideration thereof have granted and conveyed the said ground, unto the said mayor and commonalty and citizens, their successors and assigns. *And whereas* by indentures of lease and release, bearing date respectively the 16th and 17th days of *December* last past, and made between *Richard Chillingworth* of ———— afore-said, broker of the one part; and the said *Benjamin Philips* and *Reginald Dennison*, parties hereto, of the other part, therein reciting, that the messuage or tenement and hereditaments therein after mentioned, to be thereby granted and released, were by indentures of lease and release, bearing date respectively the 18th and 19th days of *July* 17—, granted released and conveyed by the said *Richard Chillingworth* unto *John Everett* of *Bethnal Green* in the county of *Middlesex*, gentleman, since deceased, and his heirs, by way of mortgage, for securing the principal sum of one hundred and fifty pounds, with lawful interest for the same, whereon there was then due the sum of one hundred and fifty-seven pounds, and that the said *Benjamin Philips* and *Reginald Dennison*, had contracted and agreed with the said *Richard Chillingworth*, for the purchase of the inheritance and equity of redemption of the same premises, subject to

the

the same mortgage, at and for the price or sum of one hundred and fifty-one pounds. It is witnessed, that the said *Richard Chillingworth*, in consideration of the sum of one hundred and fifty-one pounds therein mentioned, to be paid him by the said *Benjamin Philips* and *Reginald Dennison*, did grant, bargain, sell, alien, release, and confirm unto the said *Benjamin Philips* and *Reginald Dennison*, their heirs and assigns, all that and those toft or parcel of ground and hereditaments hereinafter mentioned, to be hereby granted and released; to hold the same unto and to the only proper use and behoof of the said *Benjamin Philips* and *Reginald Dennison* their heirs and assigns for ever, subject to and chargeable with the said sum of one hundred and fifty-seven pounds due and owing on mortgage thereof as aforesaid, together with the interest from thenceforth to grow due for the said principal sum of one hundred and fifty pounds until payment thereof. *And whereas* by certain other indentures of lease and release, bearing date respectively, the first and second days of *June* last past, the release being tripartite and made or mentioned to be made between *Peter Mestaer* of *Rotherhithe*, in the county of *Surry*, shipwright cousin and heir, and also sole executor of the last will and testament of the said *John Everet* deceased, of the first part; the said *Richard Chillingworth* of the second part; and the said *Benjamin Philips* and *Reginald Dennison* of the third

Subject to a mortgage.

And a release of such mortgage recited.

third part, therein reciting the said indentures of lease and release of the 18th and 19th days of *July* 17—, and that the said *John Everet* was since deceased, having duly made and published his last will and testament in writing, bearing date the 25th day of *October* 17— and appointed the said *Peter Mestaer* sole executor thereof, and that he had duly proved the same in the prerogative court of *Canterbury*. And also reciting the said hereinbefore recited indentures of lease and release of the 16th and 17th days of *December* last past, and that there was then due to the said *Peter Mestaer*, as executor of the said *John Everet* deceased, for principal money and interest on the said recited mortgage the sum of one hundred and fifty-nine pounds and one shilling. It is witnessed that in consideration of the sum of one hundred and fifty-nine pounds and one shilling, therein mentioned to be paid by the said *Benjamin Philips* and *Reginald Dennison* to the said *Peter Mestaer* at the desire, and by the direction of the said *Richard Chillingworth* in full of all principal money and interest due on the said mortgage, and of the sum of five shillings therein mentioned to be paid by the said *Benjamin Philips* and *Reginald Dennison* to the said *Richard Chillingworth*, they the said *Peter Mestaer* and *Richard Chillingworth*, did convey, release, and confirm the said toft or parcel of ground and premisses, unto and to the only use and behoof

hoof of the said *Benjamin Philips* and *Reginald Dennison*, their heirs and assigns for ever, as in and by the said several recited indentures (relation being thereto respectively had) may appear. *And whereas* the said messuage or tenement and premises were so conveyed to, and purchased in the names of the said *Benjamin Philips*, and *Reginald Dennison* as aforesaid, in trust only and to and for the sole and proper use and behoof of the said master wardens and society, their successors and assigns; and the said several sums of one hundred and fifty-one pounds and one hundred and fifty-nine pounds and one shilling mentioned in the said recited indentures of release of the 17th day of *December* and 2d day of *June* last to be the consideration money paid to the said *Richard Chillingworth* and *Peter Meestaer* as aforesaid, was the proper money of the said master, wardens, and society, and part of the said sum of one thousand eight hundred and forty-one pounds by them received of the mayor, commonalty, and citizens of the city of *London* as aforesaid, and which said sums of one hundred and fifty-one pounds and one hundred and fifty-nine pounds and one shilling, they were by the said recited act impowered to re-invest in the purchase of the premises thereby conveyed to the said *Benjamin Philips* and *Reginald Dennison* as aforesaid. Now THIS INDENTURE WITNESSETH, that in consideration of the premises and of the sum of five shillings of

A recital that the premises were conveyed to the present grantors in trust for the corporation, and were purchased with part of the monies paid by the city to the corporation for the purchase of the first mentioned premises.

The consideration.

The convey-
ance.

Possession trans-
ferred.

The parcels.

of lawful money of *Great Britain*, to each of them the said *Benjamin Philips*, and *Reginald Dennison*, in hand paid by the said master, wardens, and society, at and before the sealing and delivery of these presents, the receipt whereof they do hereby respectively acknowledge, and in accomplishment and discharge of the trust reposed in them by the said master, wardens, and society as aforesaid, they the said *Benjamin Philips* and *Reginald Dennison*, have and each of them hath granted, bargained, sold, released, and confirmed, and by these presents do, and each of them doth grant, bargain, sell, release, and confirm, unto the said master, wardens, and society of the art and mystery of *A* — of the city of *London* (in their actual possession now being by virtue of a bargain and sale, to them thereof made by the said *Benjamin Philips* and *Reginald Dennison*, for five shillings consideration, by indenture bearing date the day next before the day of the date of these presents, for one whole year, commencing from the day next before the day of the date of the same indenture of bargain and sale, and by force of the statute for transferring uses into possession) and to their successors, all that toft or parcel of ground, with the messuage or tenement thereon erected and built for several years last past, in the tenure or occupation of the said *Richard Chillingworth* situate, standing, and being on the East-side,
of

of *Water Lane* aforesaid, fronting the paved alley leading to *Bridewell*, and containing in depth from East to West on both sides thereof thirty-one feet seven inches of assise, or thereabouts, be the same more or less, and in breadth from North to South, at both ends thereof sixteen feet nine inches of assise, or thereabouts, be the same more or less, abutting East and South, on buildings belonging to the said master, wardens, and society, and North on a paved alley or passage leading to certain tenements belonging to the said master, wardens, and society, And all ways, paths, passages, areas, lights, easements, waters, water-courses, drains, sinks, sewers, profits, commodities, advantages, rights, members, privileges, hereditaments, and appurtenances whatsoever, to the said toft, piece or parcel of ground, messuage, or tenement, and premisses hereby granted and released, or intended so to be, belonging or in anywise appertaining, or therewith, or with any part thereof, used, occupied, possessed, or enjoyed, or accepted, reputed, deemed, taken, or known, as part, parcel, or member thereof, or of any part thereof, and the reversion and reversions, remainder and remainders, yearly, and other rents, issues, and profits of the said premisses hereby granted and released, and of every part and parcel thereof; and all the estate, right, title, interest, use, trust, property, claim and demand whatsoever, both at law and in equity, of

General words.

Habendum.

Covenant from
the grantors that
they have done
no act to incum-
ber.

of them the said *Benjamin Philips* and *Reginald Dennison*, and of each of them, of, in and to the same premisses, and every part and parcel thereof; To HAVE AND TO HOLD the said toft, or parcel of ground, messuage or tenement, and all and singular other the premisses hereby granted and released or intended so to be, with their, and every of their rights, members, and appurtenances, unto the said master, wardens, and society, and their successors, to the use and behoof of them the said master, wardens, and society, their successors and assigns for ever, And the said *Benjamin Philips* and *Reginald Dennison*, for themselves, and for their several and respective heirs, executors, and administrators, do and each of them doth severally and not jointly, or the one for the other of them, or for the acts of the other of them, but each of them for his own acts only, covenant, promise, and agree to and with the said master, wardens, and society, their successors and assigns, by these presents, that they the said *Benjamin Philips* and *Reginald Dennison*, have not, nor hath either of them at any time heretofore made, done, committed or executed, or wittingly or willingly suffered any act, deed, matter, or thing whatsoever, whereby, or by means whereof the said toft or parcel of ground, messuage, or tenement, hereditaments, and premisses hereinbefore, by these presents granted and released, or intended so to be, or any part

part thereof, are, is, shall or may be any ways impeached, charged, affected or incumbered in title, charge, estate, or otherwise howsoever.

IN WITNESS, &c.

I approve of this draught, and think that considering the act for building *Black-friars Bridge*, a licence from the crown is not necessary,

M. DUANE.

A Re-conveyance of mortgaged Premises, by Lease and Re-lease, from the Heir of the Mortgagee, his Devisees and Administrators.

No. XIX.

THIS INDENTURE of four parts, made the _____ day of _____ in the eighteenth year of the reign of king *George the Third, &c.* Between *George Brown*, of *Overton*, in the county of *Wilts*, eldest son and heir at law of *Mary Brown*, deceased, the late wife of *George Brown*, late of *Overton* aforesaid, yeoman, also deceased, before marriage called *Mary Clifton*, spinster, daughter and only child of *Thomas Clifton*, some time since of *Lockeridge*, in the said county of *Wilts*, yeoman deceased, who was cousin and heir at law of the reverend *Thomas Clifton*, late of *Boyton*, in the county of *Wilts* aforesaid, doctor in divinity, deceased, who died without issue, and who was the son and only child of *Thomas Clifton*, heretofore of *New Sarum*, in the said county of _____ wool-
len

Ien draper, deceased, and nephew and heir at law of *Charles Viner*, formerly of *Aldershot*, in the county of *Southampton*, esq; also deceased, and *Martha Clifton*, of the close of *New Sarum* aforesaid, widow, relict and devisee, named in the last will and testament of the said *Thomas Clifton*, doctor in divinity, of the first part; The Chancellor, Master, and Scholars of the University of *Oxford*, of the second part; the reverend *Thomas West* of the said university of *Oxford*, doctor in divinity, and *Benjamin Buckler*, of the same university, doctor in divinity, surviving administrators, of the goods, chattels, rights and credits, with the will annexed, of the said *Charles Viner*, of the third part; and *Nathaniel Nichols*, of — *Park*, in the county of *N*——, esq; only son and heir at law, and also devisee, named in the last will and testament of *Nathaniel Nichols*, formerly of *S*—— near *G*—— in the county of *Surry*, and afterwards of *B*—— *Park*, aforesaid, esq; deceased, of the fourth part; *Whereas* by indentures of lease and release, bearing date respectively the 22d and 23d days of *May*, which was in the year of our Lord 17—, the release being tripartite, and made between the said *Nathaniel Nichols*, deceased, of the first part; *George Stew*, of the *Inner Temple*, *London*, gentleman, of the second part; and *Ralph Hod*, of the said *Inner Temple*, gentleman, of the third part; for the docking and barring all estates

Indentures of lease and release by the mortgagor to make a tenant to the precise to suffer a recovery.

estates tail, of and in all and singular the messuages, tenements, hereditaments, and premisses therein and hereinafter mentioned; the said *Nathaniel Nichols*, deceased, did bargain, sell, and release unto the said *Ralph Hod*, all the messuages, tenements, hereditaments, and premisses therein and hereinafter particularly mentioned; to hold to the said *Ralph Hod*, his heirs and assigns, to the intent that, by virtue thereof, he the said *Ralph Hod* might become a good, sure, and perfect tenant to the freehold and inheritance thereof, against whom a common recovery might be suffered, the use whereof was thereby declared should be and enure to the use of the said *Nathaniel Nichols*, his heirs and assigns for ever; *And whereas* the said common recovery was afterwards had and suffered in due form of law, of the said messuages and premisses, in or about *Trinity* term, in the 14th or 15th year of the reign of king *George the Second*, in pursuance of the above in part recited indentures of lease and release; *And whereas* by certain other indentures of lease and release, the indenture of lease bearing date the day next before the day of the date of the said indenture of release, and the said indenture of release bearing date the 21st day of *December*, which was in the year of our Lord 17—, and made or mentioned to be made between the said *Nathaniel Nichols*, deceased, of the one part; and the aforesaid *Charles Viner*, of the other

The common recovery was suffered.

A mortgage by lease and release recited.

part; reciting in the said last mentioned indenture of release, as or to the effect hereinbefore recited, and also reciting that the said *Nathaniel Nichols*, deceased, had borrowed of the said *Charles Viner*, the sum of four hundred pounds, and for securing the re-payment thereof with interest, had agreed to mortgage the several premisses therein and hereinafter mentioned; it is witnessed that in consideration of the sum of four hundred pounds of lawful money of *Great Britain*, to the said *Nathaniel Nichols*, deceased, paid by the said *Charles Viner*, he the said *Nathaniel Nichols* did grant, bargain, sell, alien, release, and confirm, unto the said *Charles Viner*, his heirs and assigns, the messuages or tenements, hereditaments, and premisses therein and hereinafter particularly mentioned and described, with their and every of their appurtenances, and the reversion and reversions, remainder and remainders, yearly, and other rents, issues, and profits thereof, and of every part and parcel thereof, and all the estate, right, title, interest, trust, property, claim, and demand whatsoever, both at law and in equity, of him the said *Nathaniel Nichols*, deceased, of, in, to or out of the said messuages or tenements, hereditaments, and premisses, or any part or parcel thereof, to hold unto, and to and for the only proper use and behoof of him the said *Charles Viner*, his heirs and assigns for ever; Subject to a proviso therein contained,

A proviso in
such mortgage
that the mort-
gagee would
re-convey.

that if the said *Nathaniel Nichols*, deceased, his heirs, executors, or administrators, should and did well and truly pay or cause to be paid unto the said *Charles Viner*, his executors, administrators, or assigns, the full and just sum of four hundred and eighteen pounds of lawful money of *Great Britain*, without any deduction, defalcation, or abatement out of the same, or any part thereof in manner therein mentioned, then and in such case the said *Charles Viner*, his heirs and assigns should and would, at any time or times thereafter, upon the request and at the costs and charges in the law of the said *Nathaniel Nichols*, deceased, or his heirs, reconvey the said messuages, hereditaments, and premises thereby, or mentioned to be thereby granted and released, with their and every of their appurtenances, unto the said *Nathaniel Nichols*, deceased, his heirs and assigns, or as he or they should in that behalf direct or appoint, free from all incumbrances made or done, or to be made or done by the said *Charles Viner*, his heirs, executors, administrators or assigns, or any other person or persons lawfully claiming, or to claim, by, from, or under him, them or any of them; *And whereas* the said principal sum of four hundred pounds, and the interest thereof were not paid unto the said *Charles Viner*, on the day in the proviso, in the last above recited indenture of release mentioned and appointed for the payment thereof, by

The money borrowed was not paid whereby mortgagee's estate became absolute.

The mortgagee died having made a will whereby he gave the residue of his estate to the Chancellor, Masters and Scholars of Oxford, whom he appointed executors.

The University as a body corporate cannot act as executors, wherefore administration cum testamento annexo has been granted.

reason and means whereof the estate and interest of the said *Charles Viner*, of and in the said premisses became absolute in law. *And whereas* the said *Charles Viner* is since dead, having first made and duly published his last will and testament in writing, bearing date on or about the 29th day of *December*, which was in the year of our Lord 17—, and after giving several pecuniary and specific legacies therein particularly mentioned, all the rest, residue, and remainder of his real and personal estates not therein or thereby otherwise given or bequeathed, he gave devised and bequeathed unto the Chancellor, Masters, and Scholars of the said University of *Oxford* to be disposed of as in his said will is directed, and the said *Charles Viner* did thereby nominate and appoint the said Chancellor Masters and Scholars of the said University, executors of his said last will and testament. *And whereas* the said Chancellor, Masters, and Scholars of the said University of *Oxford*, were at the time of the death of the said *Charles Viner*, and still are, a body corporate, and therefore could not take upon them the executorship and probate of the said will, whereupon administration of the goods, chattels, and credits of the said *Charles Viner*, with his will annexed, was duly granted and committed unto the aforesaid *Thomas West*, *Robert Whalley*, deceased, *Richard Good*, deceased, *Joseph Betts*, deceased, and the aforesaid *Benjamin Buckler*, by
and

and out of the prerogative court of the archbishop of *Canterbury*; as in and by the said several indentures and will, relation being to them respectively had, may and will more fully and at large appear. *And whereas* the said principal sum of four hundred pounds was paid off and discharged in the month of *April* 17— but the sum of seventy-six pounds seven shillings and nine pence due for interest, for the forbearance of the said sum of four hundred pounds was not paid, but the said *Nathaniel Nichols* party hereto hath agreed to pay off and discharge the same upon having a reconveyance of the said premisses to him and his heirs and assigns, in manner as hereinafter is mentioned. NOW THIS INDENTURE WITNESSETH, that for and in consideration of the sum of ten shillings a-piece of lawful money of *Great Britain*, to them the said *George Brown* party hereto, and *Martha Clifton* at or before the sealing and delivery of these presents in hand paid (the payments and receipts whereof are hereby acknowledged, and of the said sum of seventy-six pounds seven shillings and nine pence of like lawful money of *Great Britain* to the said Chancellor, Masters, and Scholars of the said University of *Oxford*, at the request and by the order and direction of them the said *Thomas West* and *Benjamin Buckler*, testified by their being made parties to, and by their signing, sealing, and executing of these presents, by the

The principal due on the mortgage has been paid off.

The consideration to the mortgagee's heir.

The consideration to the University.

Original Precedents

said *Nathaniel Nichols* party hereto, at or before the sealing and delivery hereof, well and truly in hand paid, to be applied and disposed of in such manner and for such purposes as in and by the said will of the said *Charles Viner* is expressed, limited, and directed, and which is in full payment and satisfaction of the principal and interest monies due and owing on security of the said recited mortgage and mortgaged premisses, the payment and receipt whereof they the said Chancellor, Masters, and Scholars, do hereby acknowledge, and thereof and of every part and parcel thereof, do fully, clearly and absolutely acquit, release, and discharge the said *Nathaniel Nichols* party hereto, his heirs, executors, and administrators for ever by these presents; And also for and in consideration of the further sum of five shillings a-piece of like lawful money to them the said *Thomas West* and *Benjamin Buckler* by the said *Nathaniel Nichols* party hereto, at or before the sealing and delivery of these presents, well and truly in hand paid, the receipts whereof are hereby also acknowledged; they the said *George Brown* party hereto, and *Martha Clifton*, at the request and by and with the direction and appointment of the said Chancellor, Masters, and Scholars of the said University, and of the said *Thomas West*, and *Benjamin Buckler* testified by their being made parties to, and by their sealing and executing these presents, and also

The consideration to the administrators.

also they the said Chancellor, Masters, and Scholars of the University aforesaid, and the said *Thomas West* and *Benjamin Buckler*, have, and each and every of them hath bargained, sold, remised, released, quit-claimed, and confirmed, and by these presents do, and each and every of them doth for themselves, and their heirs, successors, executors, and administrators respectively, fully clearly and absolutely bargain, sell, remise, release, quit-claim and confirm unto the said *Nathaniel Nichols* party hereto in his actual possession now being by virtue of a bargain and sale to him thereof made by the said *George Brown*, party hereto, and *Martha Clifton*, and the said Chancellor, Masters, and Scholars of the University aforesaid, in consideration of five shillings a-piece by indenture bearing date, the day next before the day of the date hereof, and executed before the execution of these presents, for one whole year commencing from the day next before the day of the date thereof, and by force of the statute made for transferring uses into possession), and to his heirs and assigns for ever, all, &c. (here the parcels were inserted as fully as in the mortgage). *To have and to hold* all the said messuages, cottages, maltkiln, lands, hereditaments, and all and singular other the premises, in and by the said indenture of release, granted, and released unto the said *Charles Viner*, deceased,

The reconveyance.

Possession transferred.

" Mr. Viner
" gives them
" all the residue
" of his real
" estates" to
prevent any
doubt whether
these estates pass-
ed by that de-
vice, the best
way will be to
make the Chan-
cellor join in
the lease for a
year.

R. H.

Habendum.

said *Nathaniel Nichols* party hereto, at or before the sealing and delivery hereof, well and truly in hand paid, to be applied and disposed of in such manner and for such purposes as in and by the said will of the said *Charles Viner* is expressed, limited, and directed, and which is in full payment and satisfaction of the principal and interest monies due and owing on security of the said recited mortgage and mortgaged premisses, the payment and receipt whereof they the said Chancellor, Masters, and Scholars, do hereby acknowledge, and thereof and of every part and parcel thereof, do fully, clearly and absolutely acquit, release, and discharge the said *Nathaniel Nichols* party hereto, his heirs, executors, and administrators for ever by these presents; And also for and in consideration of the further sum of five shillings a-piece of like lawful money to them the said *Thomas West* and *Benjamin Buckler* by the said *Nathaniel Nichols* party hereto, at or before the sealing and delivery of these presents, well and truly in hand paid, the receipts whereof are hereby also acknowledged; they the said *George Brown* party hereto, and *Martha Clifton*, at the request and by and with the direction and appointment of the said Chancellor, Masters, and Scholars of the said University, and of the said *Thomas West*, and *Benjamin Buckler* testified by their being made parties to, and by their sealing and executing these presents, and also

The consideration to the administrators,

also they the said Chancellor, Masters, and Scholars of the University aforesaid, and the said *Thomas West* and *Benjamin Buckler*, have, and each and every of them hath bargained, sold, remised, released, quit-claimed, and confirmed, and by these presents do, and each and every of them doth for themselves, and their heirs, successors, executors, and administrators respectively, fully clearly and absolutely bargain, sell, remise, release, quit-claim and confirm unto the said *Nathaniel Nichols* party hereto in his actual possession now being by virtue of a bargain and sale to him thereof made by the said *George Brown*, party hereto, and *Martha Clifton*, and the said Chancellor, Masters, and Scholars of the University aforesaid, in consideration of five shillings a-piece by indenture bearing date, the day next before the day of the date hereof, and executed before the execution of these presents, for one whole year commencing from the day next before the day of the date thereof, and by force of the statute made for transferring uses into possession), and to his heirs and assigns for ever, all, &c. (here the parcels were inserted as fully as in the mortgage). *To have and to hold* all the said messuages, cottages, maltkiln, lands, hereditaments, and all and singular other the premises, in and by the said indenture of release, granted, and released unto the said *Charles Viner*, deceased,

The reconveyance.

Possession transferred.

" Mr. Viner
" gives them
" all the residue
" of his real
" estates" to
prevent any
doubt whether
these estates passed
by that device,
the best
way will be to
make the Chancellor
join in
the lease for a
year.

R. H.

Habendum.

No act has been
done to incum-
ber.

ceased, and intended to be hereby granted, bargained, sold, released, and confirmed, and every part and parcel thereof, with their and every of their rights, members, and appurtenances unto the said *Nathaniel Nichols* party hereto, his heirs and assigns, to the only sole and proper use and behoof of the said *Nathaniel Nichols*, and of his heirs and assigns for ever. And the said *George Brown* party hereto doth for himself, his heirs, executors, and administrators, and the said *Martha Clifton* doth for herself, her heirs, executors, and administrators, and the said Chancellor, Masters, and Scholars do for themselves respectively, and for their respective heirs and successors, executors and administrators; and the said *Thomas West* and *Benjamin Buckler* do for themselves respectively, and for their respective executors, and administrators, covenant, promise, and grant to and with the said *Nathaniel Nichols*, party hereto, his heirs and assigns by these presents, that they the said *George Brown* party hereto, *Martha Clifton*, Chancellor, Masters, and Scholars of the said University, *Thomas West* and *Benjamin Buckler* have not, nor hath any or either of them made, done, committed, or wittingly or willingly suffered, nor did the *aforsaid* Thomas Clifton doctor in divinity, deceased, in his life-time, or the *aforsaid* Charles Viner, deceased, in his life-time, or either of them, make, do, or commit any act, deed, matter

ter or thing whatsoever, whereby or where-
with the said messuages, cottages, maltkiln,
lands, hereditaments, and premisses, with the
appurtenances or any part or parcel thereof, are
or is, or shall or may be impeached, charged,
or incumbered in title, charge, estate, or other-
wise howsoever. IN WITNESS whereof the parties
first above named, have to these present inden-
tures interchangeably set their hands and seals,
and the said Chancellor, Masters, and Scholars
have set their common seal the day and year
first above written.

Perused and settled by Mr. H——t.

*A Conveyance of a Freehold Estate to a Purcha-
ser by Deeds of Lease and Release from a Per-
son entitled under a Marriage Settlement: and
an Assignment of Policies of Insurance.*

No. XX.

THIS INDENTURE made, &c. between
Sir Robert Jenson of O—— near P——
in the county of D——, Bart. eldest son and
heir of Sir Robert B—— Jenson, late of W——
in the county of O——, Bart. deceased, by
dame Catherine his wife, of the one part; and
Benjamin Bew* of Bolt-court in Fleet-street,
London, bookseller, and Reginald Roe of apo-
thecaries hall, London, gentleman, of the other
part. Whereas by indentures of lease and re-

A marriage set-
tlement recited
under which the
grantor is in-
titled.

* If Mr. White is not barred of dower, do not let him take the
fee solely to himself. W. R.

lease,

lease, bearing date respectively the 6th and 7th days of *June* 17—: The release being *quinque-partite*, and made between the said Sir *Robert B—— Jenson* of the first part; Sir *Robert Ash* of *N——* in the said county of *O——* knight, and baronet, and the said Dame *Catherine Jenson* by her then name and addition of *Catherine Ash* spinster, second daughter of the said Sir *Robert Ash* of the second part; Sir *John Stone* of *R——* in the county of *D——*, Baronet, and *Robert Dash* of *Wickham* in the said county of *O——*, Esq; of the third part; Sir *Ralph Gare* of *S——* in the county of *N——*, Baronet, since deceased, and Sir *Jonathan Crow* of *——* by the description of Sir *Jonathan Crow* of *R——* in the county of *S——*, Baronet, of the fourth part; and *Richard Dash* of *S——* in the county of *W——* Esq; and *William Shep* of *Great R——* in the said county of *O——* Esq; of the fifth part; the said Sir *Robert B—— Jenson* in consideration of a marriage then intended, and which was soon afterwards solemnized between him and the said *Catherine Dash*, and for other the considerations therein mentioned, did grant, release, and confirm unto the said Sir *John Stone* and *Robert Dash*, the messuages or tenements, and premisses hereinafter mentioned to be hereby released, together with divers other premisses, to hold unto the said Sir *John Stone* and *Robert Dash*, their heirs and assigns, to the use of the said Sir *Robert B—— Jenson* until

until the said intended marriage, and after the solemnization thereof, to the use of the said Sir Robert B—— *Jenson* and his assigns for and during his natural life, without impeachment of waste, and after the determination of that estate, to the use of the said Sir *John Stone* and *Robert Dashi* and their heirs, during the life of the said Sir Robert B—— *Jenson*, upon trust to preserve contingent remainders; and after his decease, to the use of trustees therein named for a certain term of years, upon divers trusts that are since determined, and after the expiration or other sooner determination of the said term to the use of the said Sir Robert B—— *Jenson*, his heirs and assigns for ever. And whereas the said *Benjamin Bew* hath contracted and agreed with the said Sir Robert *Jenson* for the absolute purchase of the freehold and inheritance of the messuages or tenements, and premises hereinafter mentioned to be hereby granted, and released (and which are parts or parcels of the premises comprised in the said recited settlement) for the price or sum of five hundred and sixty pounds. Now THIS INDENTURE WITNESSETH, That for and in consideration of the sum of five hundred and sixty pounds of good and lawful money of *Great Britain*, to the said Sir Robert *Jenson* in hand well and truly paid, by the said *Benjamin Bew*, at and before the sealing and delivery of these presents, in full for the absolute purchase of the messuages

The agreement
for the purchase.

The consideration.

messuages or tenements and premisses, hereinafter mentioned to be hereby released, the receipt whereof he the said Sir *Robert Jenson*, doth hereby acknowledge, and thereof acquit, release, and for ever discharge the said *Benjamin Bew*, his heirs, executors, and administrators, by these presents; and in consideration of the sum of five shillings of like lawful money, by the said *Reginald Roe* to the said Sir *Robert Jenson* in hand also paid, at or before the execution of these presents, the receipt whereof is hereby also acknowledged. He the said Sir *Robert Jenson* hath granted, bargained, sold, aliened, released, and confirmed, and by these presents doth grant, bargain, sell, alien, release, and confirm, unto the said *Benjamin Bew* and *Reginald Roe* (in their actual possession now being by virtue of a bargain and sale to them thereof made by the said Sir *Robert Jenson*, in consideration of ten shillings, by indenture, bearing date the day next before the day of the date of these presents, for one whole year, commencing from the day next before the day of the date of the same indenture of bargain and sale, and by force of the statute for transferring uses into possession) and their heirs, All that messuage or tenement, with the appurtenances, formerly in the tenure or occupation of *William Price*, silversmith, and now of *Benjamin Green*, baker, situate, standing and being on the East side of the gateway leading into ———

Street,

The release.

The parcels.

Street, and on the South side of *Fleet Street*, in the parish of *Saint Dunstan in the West*, *London*, the rooms on the two pair of stairs floor and garrets of which said messuage or tenement, extend over the said gateway, abutting East on a messuage or tenement now in the occupation of Mr. ———, West, on the said gateway, and upon a messuage or tenement, now in the occupation of ———; and South on the messuage or tenement hereinafter mentioned to be hereby granted and released; and also all that messuage or tenement, with the appurtenances, now in the tenure or occupation of Mr. *Cafe*, carpenter, situate, standing and being, on the East side of the great passage leading into ——— *Street* aforesaid, within the precinct or liberty of ———, in the city of *London*, abutting East on the said messuage or tenement and yard, in the occupation of Mr. ———, North, on the messuage or tenement hereinbefore mentioned to be hereby granted and released; and South on a messuage or tenement now in the occupation of Mr. *Turpin*, barber, together with all ways, paths, passages, lights, easements, waters, water-courses, profits, commodities, rights, privileges, advantages, hereditaments, and appurtenances whatsoever, to the said messuages or tenements mentioned to be hereby granted and released, or either of them belonging, or in any wise appertaining, or accepted, reputed, taken, or known, as part, parcel or, member thereof;

General words.

Habendum.

thereof; and the reversion and reversions, remainder and remainders, rents, issues, and profits of the said premisses, and of every part and parcel thereof; and all the estate right, title, interest, use, trust, inheritance, property, claim, and demand whatsoever, of him the said Sir Robert Jenson, of, in, and to the same premisses, and every part and parcel thereof, To have and to hold the said messuages or tenements, hereditaments and premisses hereinbefore mentioned to be hereby granted and released, and every part and parcel thereof, with their and every of their appurtenances, unto the said Benjamin Bew and Reginald Roe, and their heirs, to the use and behoof of the said Benjamin Bew, and Reginald Roe, and the heirs of the said Reginald Roe, nevertheless, as to the estate of the said Reginald Roe, and his heirs therein, in trust, for the said Benjamin Bew, his heirs and assigns for ever; and the said Sir Robert Jenson, doth hereby for himself, his heirs, executors, and administrators, covenant, promise, and agree, to, and with the said Benjamin Bew, his heirs and assigns, in manner following (that is to say); That he the said Sir Robert Jenson now is and standeth lawfully and rightfully seised of the said messuages or tenements and premisses, hereinbefore mentioned to be hereby granted, and released, with their appurtenances, of, and

By the limitation to support contingent uses, it may be presumed that some of the estates were limited to the first and other sons in tail, but these houses seem not to have been so, because the use immediately following the term was to the grantor in fee.

in

in a good, sure, lawful, and indefeazable estate of inheritance in fee-simple, without any condition, limitation of use or uses, power of revocation, or other matter or thing whatsoever, whereby to alter, change, charge, determine, defeat, or make void the same estate, and that he the said Sir *Robert Jenfon* now hath in himself good right, full power, and lawful and absolute authority, to grant, release, and convey the said messuages or tenements and premisses, with their and every of their appurtenances, in manner afore said, and that it shall and may be lawful to and for the said *Benjamin Bew*, his heirs and assigns, from time to time, and at all times hereafter, peaceably and quietly to have, hold and enjoy the said messuages or tenements and premisses hereinbefore mentioned to be hereby granted and released, and every part and parcel thereof, with their and every of their appurtenances, and to receive and take the rents, issues, and profits thereof from henceforth to grow due to his and their own use and uses without the lawful let, suit, trouble, or interruption of, or by the said Sir *Robert Jenfon*, his heirs or assigns, or any other person or persons whomsoever; And that free and clear, and freely and clearly acquitted and discharged, or otherwise, by the said Sir *Robert Jenfon*, his heirs, executors, and administrators, well and sufficiently saved harmless, and kept indemnified of, from, and against all and

hath full power to grant, &c.

Covenant for peaceable enjoyment.

Free from incumbrances.

Exception.

Covenant for
further assur-
ances.

and all manner of former and other gifts, grants, bargains, sales, leases, mortgages, jointures, dowers, uses, intails, rents, arrears of rent, taxes, assessments, statutes, judgments, recognizances, titles, charges, and incumbrances whatsoever (other than and except such terms for years, if any are subsisting, as have been or are intended to be assigned to attend the inheritance of the premises, and to be kept on foot, in trust for the said *Benjamin Bew*, his heirs and assigns; and also the lease granted to the said *Benjamin Green*, of the premises in his possession, whereof five years were to come at *Michaelmas* last;) And moreover that he the said *Sir Robert Jenson*, and his heirs, and all and every other person and persons having or lawfully claiming or to claim any estate, right, title, trust, or interest, of, in, to, or out of the said premises, mentioned to be hereby granted and released, or any part thereof (except the said *Benjamin Green*, in respect of his said lease only) shall and will from time to time, and at all times hereafter, at the request, costs and charges in the law of the said *Benjamin Bew*, his heirs or assigns, make, do, perform, and execute, or cause and procure to be made, done, performed, and executed, all and every such further and other lawful and reasonable acts, matters, and things, conveyances and assurances in the law whatsoever, be the same by fine or fines, or other matter of record, or otherwise,

wise, for the further, better, more perfect and absolute granting, conveying, and assuring of the said messuages, or tenements, and premisses mentioned to be hereby granted and released, with their and every of their appurtenances, to the use of the said *Benjamin Bew*, his heirs or assigns, in manner aforesaid, as by the said *Benjamin Bew*, his heirs or assigns, or his or their counsel learned in the law shall be reasonably devised or advised, and required, so as such further assurances, or any of them do not contain or imply any further or other covenant or warranty, than against the respective acts of the party or parties required to make and execute the same, and so as the person or persons required to make and execute such conveyances, be not compelled or compellable to travel above ten miles from his, her, or their habitation or place of abode for the doing thereof. AND LASTLY the said *Sir Robert Jenson*, for the consideration aforesaid, doth hereby assign, transfer, and set over unto the said *Benjamin Bew*, all those two several instruments or policies of insurance, bearing date respectively, the 17th day of June 17—, and numbered 42287, and 42288, granted by the trustees of the Amicable Contributionship, for insuring houses and other buildings from loss by fire, commonly called the Hand-in-Hand, whereby the following sums of money are insured unto the said *Sir Robert Jenson*, his executors, administrators, and assigns, upon

Assignment of policies of insurance.

Original Precedents

the aforesaid premisses, for and during the term of seven years from the date of the said policies (that is to say) by the said policy N^o 42287, the sum of one hundred pounds is insured on the said messuage or tenement, in the occupation of the said Mr. *Cafe*, and by the said policy N^o 42288, the sum of five hundred pounds is insured on the said messuage or tenement, in the occupation of the said *Benjamin Green*, and all sum and sums of money by the said policies respectively insured, and which may at any time or times hereafter become due or payable, by virtue of them or either of them, with all powers and remedies, for recovery thereof, and all the right, title, interest, property, benefit, claim, and demand whatsoever, of him the said Sir *Robert Jenson*, of, in, or to the same, to hold unto the said *Benjamin White*, his executors, administrators, and assigns, to and for his and their own proper use and benefit. IN WITNESS, &c.

I approve of these drafts,

W. RIVET.

NO. XXI.

A Release of Monies charged upon a Freehold Estate, from Administrators, with a Will annexed, unto a Person who had been appointed a Receiver of the Rents and Profits of such Estate under a Decree of the Court of Chancery.

TO ALL TO WHOM these presents shall come,
Arthur Taw of the parish of *St. John Southwark*, in the county of *Surry*, sailmaker,
 and

and *Benjamin Whyn* of *Fleet-street, London*,
 — administrators of all and singular the
 goods and chattels, rights and credits, of *Richard Hall*, late of the parish of *St. Andrew Holborn, London*, esq; deceased, with the will of
 the said *Richard Hall* annexed; SEND GREET-
 ING, Whereas *Thomas Hall*, late of *Shop*, in the
 county of *Essex*, esq; deceased, did in and by
 his last will and testament, bearing date on or
 about the 27th day of *January*, which was in
 the year of our Lord 17— (amongst other
 things) give, devise, and appoint unto *Robert But*, then of *Bloomsbury-square*, in the county of
Middlesex, gentleman, and *Samuel Daws*, then
 of *Woodburn*, in the county of *Bedford*, gentle-
 man (both then stewards to his Grace the most
 noble *John* duke of —) and to their heirs,
 all that his manor of *But*, and the farm and
 lands thereto belonging, then in his own oc-
 cupation, situate and being in *Shop* aforesaid,
 and *Sut*, in the said county of *Essex*, which he
 purchased of the right honorable *Richard* earl
Tylney, with the tythe of the said farm and
 lands, he also purchased of *Mr. Edmund Tyr*,
 and all that his manor of *Sew*, and the farm
 and lands which he likewise purchased of his
 Grace, the said *John* duke of —, situate
 and being in *H*— and other parishes thereto
 adjacent, in the county aforesaid, and also all
 his lands and tenements in *Shop*, *Sut*, and
H— aforesaid, and in the parishes of *Rock*,

A will recited,
 whereby the
 testator gave all
 his estate to
 trustees.

Upon trust in-
ter alia to pay
an annuity to
his son during
life.

Hack, Rale, and Raw, in the said county of *Essex*, or any of them, and likewise all and singular his hereditaments wheresoever, whether freehold or copyhold, of what nature or kind soever (except such estate as he was entitled unto in trust, only for others, and not his own use, if any such there be,) to hold the same, with their and every of their appurtenances, unto the said *Robert But* and *Samuel Daws*, their heirs and assigns for ever, to, for, and upon such uses, trusts, intents, and purposes, and under and subject to such provisos and limitations as are therein and hereinafter expressed, concerning the same (that is to say) to the intent and purpose that *Richard Hall*, his son, should yearly and every year during the term of his natural life, have receive and take one annuity, yearly rent, or sum of four hundred pounds, free and clear of and from all charges and deductions whatsoever, parliamentary or otherwise, to be yearly issuing and going out of all and singular the manors, lands, tenements, hereditaments and premises before devised, and every part and parcel thereof, and to be paid yearly and every year, unto the said *Richard Hall*, during the term of his natural life, at the several days and times therein particularly mentioned, for payment thereof, with the usual power of entering on all and singular the said premises, and distraining for the said rent, and all arrears thereof, and all costs, and charges, sustained by

by default of payment thereof, on the several days and times therein particularly mentioned, and as to all the said premisses, farms, lands, tenements, hereditaments, and premisses (so charged and chargeable with the said annuity, yearly rent, or sum of four hundred pounds, and such remedies for the same as aforesaid) from and immediately after his decease to the use and behoof of *John Whyn*, the father, and *Gilbert Whyn*, both therein named, their executors, administrators, and assigns, for and during the term of ninety-nine years, upon such trusts nevertheless, and to and for such intents and purposes as are therein mentioned and declared concerning the same, and after the expiration or other sooner determination of the said term of ninety-nine years, and subject thereto, then to the use and behoof of *Thomas Whyn*, one of the sons of his cousin *John Whyn* of *Selborn*, in the county of *Hampshire*, esquire, and his assigns, during the term of his natural life, without impeachment of waste, with divers other remainders over. *And whereas* by a decree of the High Court of Chancery, bearing date the 30th day of *May* 17—, made in a cause then depending in the said court, wherein the said *Richard Hall* was plaintiff, and *John Whyn* and others were defendants, it was, amongst other things ordered and decreed, that a receiver should be appointed to receive the rents and profits of the real estate of the

A decree in Chancery recited whereby a receiver of the rents and profits of the testator's estates was directed to be appointed.

A party hereto
appointed re-
ceiver.

He paid the an-
nuity.

The annuitant
died having
made a will or
testamentary
paper.

The Ecclesiasti-
cal Court grant-
ed administra-
tion cum testa-
mento annexo
to the executors,

who are there-
by intitled to
the arrears of
the annuity,

said *Thomas Hall*, deceased, and that such re-
ceiver should, out of the rents and profits of
the said estate, pay to the said *Richard Hall*, the
said annuity of four hundred pounds a year;
And whereas the said *Thomas Whyn*, hath some
considerable time been appointed receiver of
the rents and profits of the said estate; *And*
whereas the said *Thomas Whyn*, duly paid or
caused to be paid the said annuity or yearly
sum of four hundred pounds, to the said *Richard*
Hall, until the 25th day of *March* 17—; *And*
whereas the said *Richard Hall*, some time since
departed this life, having first made a will, or
testamentary writing, bearing date the 6th day of
October 17—, with several obliterations therein,
and for some considerable time it was doubtful
whether administration with the said will or
writing should be granted to the said *Arthur*
Taw and *Benjamin Bew*, the cousins germans
once removed: *And whereas* the Prerogative
Court of *Canterbury*, after hearing counsel, and
what was alledged by the parties interested in
the said will or testamentary writing, did grant
letters of administration of the goods, chattels,
rights, and credits of the said *Richard Hall*,
with his said will annexed, unto the said *Arthur*
Taw, and *Benjamin Whyn*, and they have taken
upon themselves the burthen of the execution
thereof, as in and by the said wills and decree,
relation being thereto had, may more fully and
at large appear; *And whereas* there is now due
and

and owing to the estate of the said *Richard Hall*, deceased, from the 5th *April* 17—, aforesaid, to the 10th *October* 17—, the sum of one thousand pounds, on account of the said annuity, being the quarter-day next, and immediately before the death of the said *Richard Hall*: NOW THEREFORE, and to the end that the said manors, messuages, lands, tenements, hereditaments, and real estate, late of the said *Thomas Hall*, deceased, may be freed, exempted, exonerated, and discharged, of and from the said annuity, or yearly sum of four hundred pounds, so charged thereupon, for the benefit of the said *Richard Hall*, and his assigns as aforesaid, and all arrears thereof; THESE PRESENTS WITNESS, that for and in consideration of the sum of one thousand pounds of good and lawful money of *Great Britain*, to them the said *Arthur Taw* and *Benjamin Whyn*, in hand paid, by the said *Thomas Whyn*, at and before the execution of these presents, in full of all sum and sums of money due or owing to the said *Arthur Taw* and *Benjamin Whyn*, as administrators of the said *Richard Hall*, deceased, or otherwise, in respect to the said annuity or yearly rent of four hundred pounds, or the arrears thereof, the receipt and payment of which said sum of one thousand pounds, they the said *Arthur Taw* and *Benjamin Whyn*, do and each of them doth hereby acknowledge, and thereof, and of, and from every part thereof, acquit,

to discharge
the estates.

The considera-
tion.

The release.

release, and discharge the said *Thomas Whyn*, his heirs, executors, and administrators, for ever, by these presents, they the said *Arthur Taw* and *Benjamin Whyn*, Have and each of them *both* remised, released, acquitted, exonerated, and discharged, and by these presents *do*, and each of them *doth* fully and absolutely remise, release, acquit, exonerate, and discharge all and every the said manors, messuages, lands, tenements, hereditaments, real estate, and premisses late of the said *Thomas Hall*, deceased, or which was or were given or devised, in and by the said recited will of the said *Thomas Hall*, deceased, and thereby charged and made chargeable with the payment of the said annual sum of four hundred pounds, to the said *Richard Hall*, for his life, as aforesaid, and every part thereof; and also the said *Thomas Whyn*, his heirs, executors, and administrators, and every of them for ever, of and from the said annuity or annual sum of four hundred pounds and all arrears due or payable, in respect thereof; and also of and from all claims and demands whatsoever, which they the said *Arthur Taw* and *Benjamin Whyn*, or either of them, now have or which they or either of them, their or either of their executors or administrators, at any time hereafter, may have, claim, challenge, or demand, of, in, to or out of the said premisses, or any part or parcel thereof,
under

under or by virtue of the wills of the said *Thomas Hall* or *Richard Hall* deceased, or against the said *Thomas Wbyn*, his heirs, executors, or administrators or any of them, in respect to the said annuity of four hundred pounds, or the arrears thereof, or any part thereof. IN WITNESS, &c.

I have perused and do approve of this draught on the behalf of all the parties.

J. H.

A Conveyance of Lands by Lease and Release, and a Fine and Recovery hereby covenanted to be levied and suffered.

No. XXII.

THIS INDENTURE tripartite made the 2d day of *May*, in the seventh, &c. Between *John Revol* of *Wands* in the county of *Surry*, gentleman, and *Hannab* his wife (late *Hannab Leigh*, spinster, grand-daughter and heir of *Thomas Leigh* late citizen and apothecary of *London*, deceased) of the first part; *William Wright* of ——— street, *Holborn*, in the county of *Middlesex*, merchant, of the second part; and *Joseph Wood* of *Warnford-court*, in *Throgmorton-street*, *London*, gentleman, of the third part; WITNESSETH, That for and in consideration of the sum of nine hundred and eighty pounds of

The consideration.

of lawful money of *Great Britain* to the said *John Revol* and *Hannab* his wife, in hand, at or before the sealing and delivery of these presents, well and truly paid by the said *William Wright*, the receipt whereof the said *John Revol* and *Hannab* his wife, do hereby acknowledge, and thereof do acquit, release, and discharge the said *William Wright*, his heirs, executors, and administrators for ever, by these presents, and also for and in consideration of ten shillings of like lawful money to them the said *John Revol* and *Hannab* his wife in hand paid by the said *Joseph Wood*, the receipt whereof is hereby also acknowledged; and for barring, docking, and destroying all estates tail, reversions and remainders thereupon depending of and in the messuages or tenements, land, ground, and hereditaments hereinafter particularly described, and mentioned to be hereby granted, and released, and for assuring and vesting the absolute inheritance thereof in fee-simple in the said *William Wright*, they the said *John Revol* and *Hannab* his wife, have granted, bargained, sold, aliened, released, and confirmed, and by these presents do grant, bargain, sell, alien, release, and confirm unto the said *Joseph Wood* in his actual possession, now being by virtue of a bargain and sale to him thereof made by the said *John Revol* and *Hannab* his wife, in consideration of five shillings, by indenture bearing date

Grant, &c.

date the day next before the day of the date of these presents, for one whole year commencing from the day next before the day of the date of the same indenture of bargain and sale, and by force of the statute for transferring uses into possession) and his heirs, all that messuage or tenement with the barns, stables, out-houses, yards, gardens, orchards, and premisses, with the appurtenances thereunto belonging, situate in *Green-street* in *Enfield*, in the said county of *Middlesex*, now in the tenure or occupation of *Robert Pigg* or his undertenants. And also all that other messuage or tenement adjoining to the aforesaid messuage or tenement, with the yard, garden, and premisses, with the appurtenances thereunto belonging, situate in *Green-street*, aforesaid, now also in the tenure or occupation of the said *Robert Pigg*; and also all that other messuage or tenement adjoining to the aforesaid two messuages or tenements, with the barn, garden, or orchard and premisses, with the appurtenances thereunto belonging, situate in *Green-street* aforesaid, and now in the tenure or occupation of *Richard Connor*, all which said three messuages or tenements and premisses aforesaid, abutt South on the king's highway called *Green-street*, North on land of *William Day*, esq; East on premisses belonging to *Samuel Burd*, and West on a messuage or tenement now in the tenure or occupation of the aforesaid

Parcels.

aforesaid *Richard Connor*; and also all that close of pasture land called *Gar*, lying in *South street*, in *Enfield* aforesaid, and containing by estimation three acres, be the same more or less, also one piece of marsh land, containing by estimation one acre and one rood, be the same more or less, lying in *South Marsh* in *Enfield* aforesaid. Also three other pieces of marsh land, containing together by estimation ten acres, be the same more or less lying in *Wyld Marsh* in *Enfield* aforesaid; also a hoppit of arable land called *Hussey's Hoppit*, containing by estimation three roods, be the same more or less, lying near *Trot's Bridge* in *Enfield* aforesaid; also a hoppit of arable land called *Looker's* otherwise *Leavis Lake*, containing by estimation two acres, be the same more or less, adjoining to *Wyld Marsh* in *Enfield* aforesaid; also two closes of pasture land containing together by estimation eight acres, be the same more or less, lying near *Bell's lane* in *Enfield* aforesaid; also four pieces of arable land, containing together by estimation six acres, be the same more or less, lying in a field called *Dungfield* in *Enfield* aforesaid; Also one piece of arable land containing by estimation two acres, be the same more or less, lying in *Britton Field* in *Enfield* aforesaid; also one piece of arable land containing by estimation, one acre, be the same more or less, lying in *Cross Field* in *Enfield* aforesaid; also one piece of arable land,

con-

containing by estimation one acre and one rood, be the same more or less, lying in *Broadfield* in *Enfield* aforesaid; and also one piece of arable land, containing by estimation one acre more or less, lying in *Puddle Field* in *Enfield* aforesaid; all which said several pieces or parcels of arable, meadow, pasture, and marsh land, are now in the tenure or occupation of the said *Robert Pigg* or his undertenants. And also all and singular houses, out-houses, edifices, buildings, barns, stables, yards, backfides, gardens, orchards, lands, tenements, meadows, pastures, commons, common of pasture, trees, woods, underwoods, and the ground and soil thereof, ways, paths, passages, lights, easements, profits, commodities, advantages, emoluments, hereditaments and appurtenances whatsoever, to the said messuages, lands, hereditaments, and premisses, or any of them, or any part or parcel thereof belonging, or in any wise appertaining, or therewith, or with any part thereof, used, occupied, possessed, or enjoyed, or accepted, reputed, taken, or known as part, parcel, or member thereof, or any part, or parcel thereof, and all other the messuages, lands, tenements, grounds, and hereditaments whatsoever, of them the said *John Revol* and *Hannab* his wife, and of either of them, or whereof or wherein they or either of them or any person or persons, in trust for them or either of them is or are seised of any estate of freehold or inheritance in possession,

General words

Habendum to
make a tenant
to the precipe.

The manner of
suffering the
recovery.

session, reversion, remainder, or expectancy, situate, lying, or being in the said parish of *Enfield*, in the said county of *Middlesex*, with their and every of their appurtenances, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and of every part and parcel thereof, and all the estate, right, title, interest, use, trust, property, benefit, claim, and demand whatsoever, both in law and equity, of them the said *John Revol* and *Hannab* his wife, or either of them, of, in, to, or out of the said messuages or tenements, land and premisses, and every or any part or parcel thereof. *To have and to hold* the same messuages or tenements, land, ground, hereditaments, and all and singular other the premisses hereinbefore mentioned, and intended to be hereby granted and released, with their and every of their appurtenances, unto the said *Joseph Wood* and his heirs, to the use and behoof of the said *Joseph Wood*, his heirs and assigns, to the intent and purpose that by virtue of these presents, and of one fine *sur conusans de droit come ceo*, &c. acknowledged and levied by the said *John Revol* and *Hannab* his wife unto the said *Joseph Wood*, and his heirs, of the said messuages, lands, tenements, hereditaments, and premisses, as of *Hilary* term last past before the date of these presents, he the said *Joseph Wood* may become and be a perfect tenant of the immediate freehold of the said messuages or tenements,

ements, land, ground, hereditaments, and premisses hereinbefore mentioned and intended to be hereby granted and released, so that a good and perfect common recovery may be thereof had and obtained against him before the end of *Easter* term, now next ensuing, in his majesty's court of Common Pleas at *Westminster* by the said *William Wright* as plaintiff or demandant therein, in which said recovery the said *John Revol* and *Hannah* his wife, shall be vouched to warranty, who shall appear gratis, and vouch over the common vouchee of the same court; who shall also appear, and after imparlance had, shall make default, so that judgment may be given thereupon, and such other proceedings shall be had therein, that a good and perfect common recovery shall and may be suffered of the same premisses, according to the usual course and form of common recoveries for assurance of land. AND it is hereby covenanted, declared, and agreed by and between all the said parties to these presents, that from and immediately after the suffering and perfecting the said common recovery, as well these presents, and the assurance hereby made, and the said fine so levied as aforesaid, as also the said common recovery, so as aforesaid, or in any other manner, or at any other time to be suffered, and all and every other fine and fines, common recovery and recoveries, conveyances and assurances in the law whatsoever, already had,

The fine and recovery to enure to the purchaser and his heirs.

Covenant that
the grantor is
seised in fee.

had, made, levied, suffered and executed, or to be had, made, levied, suffered, and executed of the said messuages or tenements, land, ground, hereditaments and premisses before mentioned to be hereby granted and released, or any part or parcel thereof, shall be and enure, and be construed, adjudged, expounded, deemed and taken to be and enure to the only use and behoof of the said *William Wright*, his heirs and assigns for ever, and to, for, or upon no other use, trust, intent, or purpose whatsoever. And the said *John Revol* for himself and the said *Hannab* his wife, and for his and her heirs, executors, and administrators, doth covenant, promise, and agree to and with the said *William Wright*, his heirs and assigns, by these presents in the manner and form following (that is to say) that (for and notwithstanding any act, matter, or thing whatsoever, by them the said *John Revol* and *Hannab* his wife, or either of them, or the said *Thomas Leigh*, and *Hannab* his wife, both deceased, the grandfather and grandmother of the said *Hannab Revol*, or either of them, or by any other person or persons whomsoever lawfully claiming or to claim from, by, under, or in trust for them, or any of them, or from by or under any other of the ancestors of the said *Hannab*, made, done, committed, or wittingly or willingly suffered to the contrary); They the said *John Revol* and *Hannab* his wife, or one of them, are or is lawfully,

lawfully, rightfully, and absolutely seised of and in the said messuages, lands, tenements, hereditaments, and premisses before mentioned, and intended to be hereby released, with their and every of their appurtenances, of a good sure, perfect, lawful and indefeasible estate of inheritance in fee-simple or fee-tail in possession, without any manner of condition, trust, proviso, power of revocation, limitation of use or uses, or other restraint, matter, or thing whatsoever, to alter, change, charge, impeach, incumber, lessen, determine, or make void, or voidable, the same estate. *And also* that (for and notwithstanding any such act, matter or thing as aforesaid) they the said *John Revol*, and *Hannab* his wife, now have in themselves, or one of them hath, good right, full power, and lawful and absolute authority to grant and assure, all and singular the same messuages, lands, tenements, hereditaments and premisses hereby released in manner aforesaid; And that it shall and may be lawful to and for the said *William Wright*, his heirs and assigns peaceably and quietly to enter into, and have, hold, use, occupy, possess, and enjoy the said messuages, or tenements, lands, grounds, hereditaments, and premisses, with the appurtenances hereinbefore mentioned, to be hereby released, and every part and parcel thereof, and to receive and take the rents, issues, and profits thereof, and of every part thereof, to and for his and

Have power to grant.

Covenant for peaceable enjoyment.

Free from former incumbrances.

their own use and benefit, without any lawful let, suit, trouble, denial, eviction, or interruption, of or by the said *John Revol* and *Hannab* his wife, or either of them, their or either of their heirs or assigns, or any other person or persons lawfully claiming or to claim any estate, right, title, use, trust, or interest at law or in equity, of, in, and to the same premises, by, from, or under, or in trust for them, or either of them, or by, from, or under the said *Thomas Leigh* and *Hannab* his wife, or either of them, or any other of the ancestors of the said *Hannab Revol*. And that free and clear, and freely and clearly acquitted, exonerated, and discharged, or otherwise well and sufficiently by the said *John Revol* and *Hannab* his wife saved harmless, and kept indemnified, of, from, and against all and all manner of former and other gifts, grants, bargains, sales, leases, mortgages, jointures, dowers, uses, trusts, wills, intails, statutes, recognizances, executions, extents, annuities, rents, arrears of rent, forfeitures, reentries, cause and causes of forfeiture and reentry, and of, from, and against all other estates, titles, troubles, charges, and incumbrances whatsoever, made, done, committed, occasioned, or suffered by the said *John Revol* and *Hannab* his wife, or either of them, or the said *Thomas Leigh* and *Hannab* his wife, or either of them, or any other of the ancestors of the said *Hannab Revol*, or any person or persons

sons lawfully claiming or to claim, from, by or under, or in trust for them or any of them, (other than and except the lease to the present tenant thereof). *And that* they the said *John Revol* and *Hannab* his wife, and their heirs, and all and every other person or persons, having or lawfully claiming, or who shall or may have or lawfully claim any estate, right, title, trust, or interest, legal or equitable, of, in, and to, or out of the said messuages, lands, tenements, and premisses, hereinbefore mentioned, and intended to be hereby granted and released, or any part thereof, from, by, or under, or in trust for them, or either of them, or the said *Thomas Leigh* and *Hannab* his wife, or either of them, or any other of the ancestors of the said *Hannab Revol* (except the present tenant of the said premisses in respect of his said lease only). shall and will, from time to time, and at all times hereafter, at and upon every reasonable request, and at the proper costs and charges in the law of the said *William Wright*, his heirs or assigns, make, do, acknowledge, levy, suffer, and execute, or cause or procure to be made, done, acknowledged, levied, suffered, or executed, all and every such further and other lawful and reasonable act and acts, deeds, devices, conveyances and assurances in the law whatsoever, for the further, better, more perfect, and absolute granting, conveying, and assuring the same messuages or tenements, lands,

Covenant for
further assur-
ances.

hereditaments, and premisses, and every part and parcel thereof, with their and every of their appurtenances, unto and to the use of the said *William Wright*, his heirs and assigns for ever, as by the said *William Wright*, his heirs or assigns, or his or their counsel learned in the law, shall be reasonably devised, advised, and required. IN WITNESS, &c.

I approve of this draught.

WM. RIVET.

No. XXIII.

A Release from an Heir at Law and Trustees in a Settlement to a Purchaser.—Perused by Mr. RIVET.

The consideration.

THIS Indenture, tripartite, &c. between *Stephen Main*, eldest son and heir of *John Main*, late of, &c. deceased, by *Elizabeth* his wife, also deceased, of the first part; *Samuel Salt* of, &c. and *James More* of, &c. of the second part; and *Philip Tew* of, &c. of the third part: WITNESSETH, That for and in consideration of the sum of one thousand pounds of lawful money of *Great Britain*, to the said *Stephen Main*, in hand, at or before the sealing and delivery of these presents, by the said *Philip Tew*, well and truly paid, (being the full consideration for the compleat purchase of the absolute estate of inheritance in fee-simple in possession, of and in the several pieces or parcels of ground and

and other premisses hereinafter mentioned to be hereby released, and of the sum of five shillings a piece, of lawful money of *Great Britain*, to the said *Samuel Salt* and *James More*, by the said *Philip Tew*, in hand, likewise well and truly paid, at or before the sealing and delivery hereof, the receipt of which said respective sums, they the said *Stephen Main*, *Samuel Salt*, and *James More*, do hereby respectively acknowledge, and thereof, and of, and from every part thereof, do severally acquit, release, and discharge the said *Philip Tew*, his heirs, executors, and administrators, by these presents, he the said *Stephen Main* *Hath* granted, bargained, sold, aliened, released, and confirmed, and by these presents *Doth* grant, bargain, sell, alien, release, and confirm: and the said *Stephen Main* and *James More*, (at the request, and by the direction and appointment of the said *Stephen Main*, testified by his being a party hereunto, and sealing and delivering of these presents) *Have*, and each of them *hath* bargained, sold, released, and confirmed, and by these presents *Do*, and each of them *doth* bargain, sell, release, and confirm, unto the said *Philip Tew* (in his actual possession, &c.) and his heirs, *all those*, &c. together with all ways, &c. and all the estate, &c. together with all deeds, &c. in the hands, custody, or power, of him the said *Stephen Main*, or any other person or persons, in trust for him, &c. *To have and to hold* the said lands,

The release.

Habendum.

Covenant from
the heir at law
that he has done
no act to incum-
ber,

and that he or
the trustees are
seised in fee.

lands, hereditaments, and all and singular other the premisses hereinbefore mentioned, and intended to be hereby granted and released, with their and every of their appurtenances, and every part and parcel thereof, unto the said *Philip Tew*, and his heirs, to the only use and behoof of the said *Philip Tew*, his heirs and assigns for ever. AND the said *Stephen Main*, for himself, his executors and administrators, doth covenant, promise, and agree, to and with the said *Philip Tew*, his heirs and assigns, by these presents in manner and form following (that is to say); That, for and notwithstanding any act, matter, or thing, by him the said *Stephen Main*, or any of his ancestors, or any other person or persons whomsoever, claiming by, from, or under him, them, or any of them, had, made, done, or suffered, to the contrary, he the said *Stephen Main*, is the sole, true, and lawful owner and proprietor of all and singular the said premisses, with the appurtenances hereby released, or intended so to be; *And that* he the said *Stephen Main*, or the said *Samuel Salt* and *James More* in trust for him, now is, or are, lawfully and absolutely seised thereof, and of every part and parcel thereof, of a pure, legal, absolute, and indefeazable estate of inheritance in fee-simple, without any manner of trust, proviso, power of revocation, limitation of use or uses, or other restraint, matter, or thing, to determine, alter, charge, impeach, incumber, or make void

void the same estate, and shall continue so seised thereof, till an absolute estate of inheritance, in fee-simple, shall be vested in the said *Philip Tew* and his heirs, according to the true intent and meaning of these presents: *And also* that the said *Stephen Main*, *Samuel Salt*, and *James More*, have, or one of them now hath, good right and title, and absolute power and authority, to grant and release, all and singular the premisses hereby granted and released, with the appurtenances, unto, and to the use of the said *Philip Tew*, his heirs and assigns, in manner aforesaid; *And that* it shall and may be lawful, to and for the said *Philip Tew*, his heirs and assigns, at all times hereafter for ever, peaceably and quietly to enter into and upon the said premisses, with the appurtenances, hereby released, and into every or any part thereof, and hold and enjoy the same, and receive and take the rents, issues, and profits thereof, to his and their own use and uses, without any let, suit or interruption, of or by the said *Stephen Main*, his heirs or assigns, or any other person or persons lawfully claiming or to claim, by, from, or under, or in trust for them, or any of them, or any of the ancestors of the said *Stephen Main*; *And that* free and clear, and freely and clearly, and absolutely acquitted, freed and discharged, of and from all and all manner of former and other gifts, grants, bargains, sales, jointures, dowers, settlements, mortgages, titles, charges,

And that they have power to convey.

Covenant for peaceable enjoyment,

free from incumbrances.

Exception of a term which is agreed to be assigned.

charges, and incumbrances whatsoever, made, done, committed, or suffered by the said *Stephen Main*, or his ancestors, or any person or persons claiming, by, from, or under him, them, or any of them (except certain indentures of lease and release, bearing date respectively, the ——— and ——— days of ——— and the release being quadrupartite, and made between the said *John Main* and *Elizabeth* his wife, of the first part; the said *Stephen Main*, party hereto, of the second part; the said *Samuel Salt* and *James More*, also parties hereto, of the third part; and *A. W.* of, &c. and *G. G.* of, &c. of the fourth part; whereby the said premisses are limited to the said *A. W.* and *G. G.* for a term of five hundred years, commencing from the decease of the said *John Main*, for the raising towards the portions of such daughters and younger children of the said *John Main* as should be living at his death, such sum and sums of money, at such times, and to be paid in such manner and proportions as the said *John Main* should by deed or will appoint, not exceeding in the whole, the sum of ——— pounds, which said term is agreed to be assigned, as to the premisses hereby released, in trust for the said *Philip Tew*, his heirs and assigns;) *And that* he the said *Stephen Main*, and his heirs, and all and every other person or persons lawfully claiming or to claim any estate, title, or interest, in or to the said premisses here-

Covenant for further assurances,

hereinbefore mentioned to be hereby released, or any part thereof, by, from, under, or in trust for them, or any of the ancestors of the said *Stephen Main*, shall and will from time to time, and at all times hereafter, during the space of ten years now next ensuing the date hereof, upon the reasonable request, and at the costs and charges in the law, of the said *Philip Tew*, his heirs and assigns, or any of them, &c. (*here was inserted the usual covenant for further assurances*) AND the said *Samuel Salt* and *James More*, each separately and apart for himself, and for his respective heirs, executors, and administrators, and for his own acts only, and not jointly, or one for the other, or for the acts of the other, do hereby severally covenant, promise, and agree to and with the said *Philip Tew*, his heirs and assigns by these presents, in manner and form following, that is to say, that they the said *Samuel Salt* and *James More*, or either of them, have or hath not at any time or times heretofore, made, done, or committed, or wittingly or willingly suffered any act, matter, or thing whatsoever, whereby, or by reason or means whereof the said lands, hereditaments, and other the premisses herein before by them bargained, sold, released, and confirmed, are, is, can, shall or may be impeached, charged, or incumbered in title, charge, estate, or otherwise howsoever. IN WITNESS, &c.

The trustees
have done no
act to incumber.

A Con-

No. XXIV.

A Conveyance of Leasehold and Freehold Premises, pursuant to an Act of Parliament, from the Apothecaries Company, to the Mayor and Commonalty, and Citizens, of the City of London, the Leasehold Premises by way of Surrender, the Freehold by Feoffment.—Settled by Mr. RIVET.

A lease from the city to the company for 999 years recited,

THIS INDENTURE, &c. between the master, wardens, and society of the art and mystery of apothecaries of the city of *London*, of the one part; and the mayor and commonalty, and citizens of the said city of *London* of the other part; *Whereas* by a certain indenture of lease, bearing date on or about the 19th day of *June*, in the year of our Lord 17—, and made or mentioned to be made, between the said mayor and commonalty and citizens of the city of *London*, of the one part; and the said master, wardens, and society of the art and mystery of apothecaries, of the other part; after reciting as therein is recited, the said mayor and commonalty and citizens, for the considerations therein mentioned, did demise to the said master, wardens, and society of the art and mystery of apothecaries, all that, &c. to hold to the said master, wardens, and society of the art and mystery of apothecaries, their successors and assigns, from *Lady-day* 17—, for and during the term of nine hundred and ninety-nine

nine years, at a pepper-corn rent, as in and by the said indenture of lease, relation being thereunto had may more fully and at large appear; *And whereas* the said master, wardens, and society of the art and mystery of apothecaries, are seised of an estate of inheritance in fee-simple, of and in a piece or parcel of ground contiguous and adjoining to the said ground, leased to them by the said mayor and commonalty and citizens aforesaid; *And whereas* by an act of parliament made and passed in the twenty-ninth year of the reign of his late majesty king *George* the Second, entitled an act for building a bridge across the river *Thames*, from *Black Fryars*, in the city of *London*, to the opposite side, in the county of *Surry*, it was amongst other things enacted, that the mayor, aldermen, and commons of the said city, in common-council assembled, should have power to build the said bridge; and after reciting that it might be necessary to *make, widen, enlarge, or improve several streets, ways, and passages* on each side of the river *Thames*, to and from the said bridge, it was thereby further enacted, that the mayor, aldermen, and commons of the said city, in common-council assembled, should have full power and authority to agree with the owners and occupiers of, and other persons interested in such lands, tenements, or hereditaments, as they should judge fit to be purchased, removed, or pulled down, for the purchase

The company
intitled to a
freehold estate,

The act for
building *Black-
fryars* bridge
recited,

Whereby the
city may purchase
lands.

purchase thereof, and upon payment of such sum or sums of money as should be agreed upon for such purpose, were thereby authorised to appoint workmen to pull such houses down, and to lay such ground into streets, ways, or passages, for the making, widening, enlarging or improving the same, and that it should and might be lawful to and for all bodies politic, corporate, collegiate, corporations aggregate or sole, and other persons therein mentioned, or other person or persons whomsoever, who were or should be seised or possessed of, or interested in any lands, tenements, or hereditaments, which by the said mayor, aldermen, and commons in common-council assembled, should be thought necessary to be purchased, for any of the purposes of the said act, to sell and convey all or any such lands, tenements, hereditaments, estates, and interests, or any part thereof, to the said mayor and commonalty and citizens, and it was thereby further enacted, that if it should happen that any person or persons, bodies politick, corporate, or collegiate, or other person or persons seised or possessed of, or interested in any such lands, tenements, or hereditaments, should refuse to treat or agree for the sale and conveyance of their respective estates and interests therein, with the said mayor, aldermen, and commons, in common-council assembled, that then it should and might be lawful to and for the court of mayor and aldermen of the said city, and

Corporations are
to convey,

but in case of
any dispute as
to the price,
the value to be
fixed by a jury.

and they were thereby empowered and authorised to issue a warrant or warrants, precept or precepts directed to the sheriffs of the said city of *London*, who were thereby authorised, directed, and required to impanel and return a competent number of substantial and disinterested persons, qualified to serve on juries, not less than forty-eight nor more than seventy-two, and out of such persons so to be impanelled, summoned, and returned, a jury of twelve persons should be drawn by some person to be by the said court appointed, in such manner as juries, for the trial of issues joined in his majesty's courts at *Westminster*, by an act made in the third year of his late majesty king *George* the Second, intituled an act for the regulation of juries, were directed to be drawn; which persons so to be impanelled, summoned, or returned, were thereby required to come and appear before the said court of mayor and aldermen, if the premisses in dispute lay in the said city of *London*, at such time and place as in such warrant or warrants, precept or precepts, should be directed and appointed; and the said court of mayor and aldermen, were thereby authorised and empowered, by precept or precepts, from time to time as occasion should require, to call before them all and every person and persons whomsoever, who should be thought proper or necessary, to be examined as witnesses before them on their oath or oaths, touching and

con-

and on their
verdict.

concerning the premisses, and the said jury upon their oaths (which oaths the said court of mayor and aldermen were thereby impowered and required to administer) should inquire of the value of such lands, tenements, and hereditaments, and of the respective estate and interest of every person seised or possessed thereof, or interested therein, or of or in any part thereof, and should assess and award the sum or sums to be paid to every such person or persons, for the purchase of such their estates and interests, and the said court of mayor and aldermen should and might give judgment for such sum or sums of money so assessed, which said verdict or verdicts, judgment, decree, or determination thereupon (notice being given as by the said act is required) should be binding and conclusive, to all intents whatsoever, against all and every person and persons, bodies politick and corporate, claiming any estate, right, title, trust, use, or interest, in, to, or out of the said lands, tenements, hereditaments, and premisses, either in possession, reversion, remainder, or expectancy, as well infants as issue unborn, lunaticks, ideots, and femes covert, and persons under any other legal incapacity or disability, as all other *cestui que trusts*, his, her, and their heirs, successors, executors, and administrators, and against all other persons whomsoever; and it was thereby further enacted, *That* upon payment of such sum or sums of money so to be awarded and adjudged

judged the person or persons to whom the same should be awarded, for the purchase of the said lands, tenements, or hereditaments, or for the purchase of any estate or interest therein, *should make and execute*, or procure to be made and executed, good, valid, and legal conveyances, and assurances in the law, to the said mayor, and commonalty and citizens of the said lands, tenements, and hereditaments, or of such estate or interest, for which such sum or sums of money should be so awarded, and should procure all necessary parties to execute such conveyances, assignments, and assurances, and should do all acts, matters, and things necessary and requisite, to make a good, clear, and perfect title to the mayor and commonalty and citizens of the said city, and such conveyances, assignments, and assurances, should contain all reasonable and usual covenants, as should on the part of the said mayor and commonalty and citizens be required, as by the said in part recited act of parliament, among other clauses and powers therein contained, relation thereunto being had, may more fully and at large appear; *And whereas* the mayor, aldermen, and commons of the said city, in common council assembled, did adjudge it to be fit to purchase the freehold lands, tenements, and hereditaments hereafter mentioned, for the purposes of the said act, and also the leasehold lands, tenements, and hereditaments hereinafter mentioned,

Parties are to execute conveyances.

The City thought fit to purchase the premises hereby conveyed.

but could not
agree upon the
price where-
fore a jury were
impanelled

ed, to be hereby surrendered for the purposes of the said act, upon part of which said premises now standeth part of a tenement in the possession of *John Harrison*; And whereas the said mayor, aldermen, and commons, did offer to treat with the said master, wardens, and society of the art and mystery of apothecaries, for the purchase of their interest and estate in the said lands, tenements, and hereditaments, but could not agree upon the price or sum to be paid for the same; and thereupon the said court of mayor and aldermen of the said city, did on the 1st day of *November*, 17—, by virtue and in pursuance of the said act, issue a warrant or precept to the sheriffs of the said city, and did thereby direct and require the same sheriffs to impanel and return a number of substantial and disinterested persons qualified to serve on juries, not less than forty-eight, nor more than seventy-two, to attend at a court of mayor and aldermen of the said city of *London*, to be held in the chamber of the Guildhall, *London*, on the 22d day of *November* then next ensuing, that a jury of twelve of those persons, to be drawn for that purpose, might upon their oaths, inquire of the value of the said premises, and of the estate and interest of the said master, wardens, and society of the art and mystery of apothecaries therein, and to assess and award the sum of money to be paid to them, for the purchase of such their estate

and

and interest, and then at the said court of mayor and aldermen of the city of *London*, held on the said 22d day of *November*, came the said master, wardens, and society of the art and mystery of apothecaries, by their attorney or agent, (notice in writing having been duly given to them fourteen days before the time of such assessment, of the time and place of the meeting of the said court of mayor and aldermen and jury) and the said sheriffs of the said city of *London*, did then return to the said court, the aforesaid precept so issued to them as aforesaid, in all things served and executed, together with the pannel of the names of forty-eight persons therein mentioned, qualified to serve on juries, and the said persons so impannelled and returned, being called, did appear before the said court of mayor and aldermen, and twelve of them therein named were drawn and sworn to be upon the jury, and charged to inquire of the value of that part of the said freehold and leasehold premisses claimed by the said master, wardens, and society of the art and mystery of apothecaries, intended to be purchased for the purposes of the said act, pursuant to the directions of the same act, and the said jury for their verdict, on their oaths, did say, that the estate, and interest of the said master, wardens, and society of the art and mystery of apothecaries, of and in the said premisses, intended to be purchased for the purposes

who valued the
estate at 1100l.

The considera-
tion.

The surrender
of the lease-
hold premises.

of the said act, was of the value of one thousand one hundred pounds, and assessed that sum to be paid for the same, whereupon the said court of mayor and aldermen of the said city of *London*, did order and adjudge that the said sum of one thousand and one hundred pounds, by the said jurors assessed as aforesaid, should be paid according to the form of the said statute, for the purchase of the estate and interest of the said master, wardens, and society of the art and mystery of apothecaries, in and to the said premisses. Now THIS INDENTURE WITNESSETH, That, for and in consideration of the sum of one thousand and one hundred pounds of lawful money of *Great Britain* to *John Peck*, renter warden of the said society of apothecaries, by and with the privity, consent, and direction of the said master, wardens, and society, of the art and mystery of apothecaries, testified by their common seal being hereto affixed, in hand well and truly paid by the said mayor and commonalty and citizens of the said city of *London*, at or before the sealing and delivery of these presents, the payment and receipt whereof, he the said *John Peck* doth hereby acknowledge, and thereof, and of and from every part thereof doth acquit, exonerate, release, and for ever discharge the said mayor and commonalty and citizens of the said city of *London* and their successors, and every of them by these presents, they the said master, wardens, and society

society of the art and mystery of apothecaries, have bargained, sold, assigned, and surrendered, and by these presents, do bargain, sell, assign, and surrender unto the said mayor and commonalty and citizens of the city of *London*, their successors and assigns, all that part of the said leasehold, &c. (*the feet of ground purchased*) and which said ground and premises are delineated and described, by that part of the plan, in the margin of this indenture, coloured green.

To have and to hold the said piece or parcel of ground and premises hereinbefore mentioned to be hereby assigned and surrendered, with their and every of their rights, members, and appurtenances, unto the said mayor and commonalty and citizens, and their successors and assigns, for and during all the rest, residue, and remainder of the said term of nine hundred and ninety-nine years by the above recited indenture of lease granted or demised, now to come and unexpired, to the intent and purpose, that the said term as for and concerning that part of the said ground, messuage, or tenement and premises, hereby assigned and surrendered, or intended so to be as aforesaid, may be merged and extinguished in the inheritance of the same premises now vested in the said mayor and commonalty and citizens of the said city of *London*, to and for the intent and purpose only mentioned in the said recited act. **AND THIS INDENTURE FURTHER**

Habendum to the city.

For the purposes in the act

The consideration.

The conveyance of the freehold premisses by feoffment.

A corporation cannot convey a freehold estate but by livery and seisin,
W. R.

Habendum to the city.

WITNESSETH, that for the consideration aforesaid, and in consideration of ten shillings of like lawful money to them the said master, wardens, and society of the art and mystery of apothecaries in hand paid by the said mayor and commonalty and citizens of the city of *London*, at or before the sealing and delivering of these presents, the receipt whereof is hereby acknowledged, they the said master, wardens, and society of the art and mystery of apothecaries, have granted, aliened, enfeoffed, and confirmed, and by these presents do grant, alien, enfeoff and confirm unto the said mayor and commonalty and citizens of the said city of *London* and their successors; all that triangular piece or parcel of ground, &c. and which said last mentioned piece of ground and premisses are also delineated and described by that part of the said plan, in the margin of this indenture, coloured yellow, and the reversion and reversions, remainder and remainders thereof, and all the estate, right, title, interest, inheritance, use, trust, property, possession, claim, and demand whatsoever, both at law and in equity of them the said master wardens, and society of the art and mystery of apothecaries in and to the same and every part and parcel thereof. *To have and to hold* the said freehold piece or parcel of ground, and all and singular the freehold premisses hereby granted or intended so to be, with their and every

every of their rights, members, and appurtenances, unto the said mayor and commonalty and citizens and their successors, to the use and behoof of them the said mayor and commonalty and citizens, their successors and assigns for ever, to the intent and purpose only mentioned in the said recited act. AND for the better execution of these presents, the said master, wardens, and society of the art and mystery of apothecaries have made, ordained, constituted, and appointed, and by these presents do make ordain, constitute, and appoint *James Fitz-Simmons* of *Guildhall, London*, gentleman, and *William Walter* of apothecaries-hall, *London*, gentleman, and either of them, jointly and severally, their true and lawful attorney and attornies, for them, and in their name, place, and stead, to enter into the said freehold piece or parcel of ground and premisses hereby granted, or mentioned to be granted, or any part or parcel thereof in the name of the whole, and quiet and peaceable possession and seisin thereof, and of every or any part thereof in the name of the whole, for and in the name of the said master, wardens, and society to have and to take, and after such entry had and made, and possession and seisin so had and taken as aforesaid, to deliver quiet and peaceable possession and seisin thereof, and of every or any part thereof in the name of the whole, unto the said mayor and commonalty and citizens of the said city of *London*, or to their certain attorney or attor-

For the purposes
in the act.

Power of attorney
to deliver
seisin.

Original Precedents

Covenants.
The lease is
valid.

nies in that behalf lawfully authorised to take and receive the same, to be had and held according to the tenor form and effect of these presents, and the said master, wardens, and society of the art and mystery of apothecaries, do hereby ratify, confirm, and allow whatsoever their said attorney or attornies shall lawfully do in the premisses by virtue of these presents. *And* the said master, wardens, and society of the art and mystery of apothecaries for themselves and their successors, do covenant, promise, and agree to and with the said mayor and commonalty and citizens of the said city of *London*, their successors and assigns in manner and form following (that is to say) that for and notwithstanding any act, matter, or thing by them the said master, wardens, and society committed, or willingly and wittingly suffered to the contrary, the said indenture of lease bearing date the 19th day of *June* in the said year 16— is at the time of the sealing and delivering of these presents, a good and effectual lease and demise in the law, of and for the said piece or parcel of ground thereby demised, for the rest, residue and remainder of the said term of nine hundred and ninety-nine years now to come and unexpired, and that the same is not forfeited or otherwise become void or determined: *And are* lawfully, rightfully, and absolutely seised of and in, or well and sufficiently intituled to the said freehold premisses mentioned and intended

The company
are seised of the
freehold pre-
misses in fee-
simple.

to be hereby granted as aforesaid, in fee-simple without any manner of condition, trust, power of revocation, remainder or limitation of any use or uses, or other restraint, cause, matter, or thing whatsoever, to alter, charge, defeat, incumber, revoke, or make void the same. *And that* they said master, wardens, and society of the art and mystery of apothecaries have in themselves good right, full power, and lawful authority to grant, surrender, enfeoff and confirm the said pieces of ground and premisses hereinbefore mentioned, and intended to be hereby surrendered and granted as aforesaid, with their and every of their rights, members, and appurtenances, unto and to the use of the said mayor and commonalty and citizens of the city of *London*, and their successors and assigns in manner and form aforesaid, according to the true intent and meaning of these presents. *And that* it shall and may be lawful to and for the said mayor and commonalty and citizens of the said city of *London*, their successors and assigns, into and upon the said piece of freehold ground and premisses mentioned or intended to be hereby granted as aforesaid, to enter, and to have, hold, occupy, possess, and enjoy the same, to and for the purposes aforesaid, without the lawful let, suit, trouble, denial, eviction, hindrance, claim, or demand, of, or by the said master, wardens, and society of the art and mystery of apothecaries, or by any person

Have right to assign and enfeoff.

The city may peaceably enjoy.

Free from former incumbrances.

For further assurances.

or persons lawfully claiming, or to claim, by, from or under or in trust for them. *And that free* and clear, and freely and clearly acquitted, exonerated, released, discharged, kept harmless, and indemnified of, from, and against all and all manner of former and other gifts, grants, bargains, sales, mortgages, uses, trusts, forfeitures, debts of record, and of, from, and against all other estates, titles, troubles, charges, and incumbrances whatsoever, had, made, done, committed, or willingly suffered by the said master, wardens, and society of the art and mystery of apothecaries, or by any other person or persons lawfully claiming or to claim, by, from, under or in trust for them. *And further* that they the said master, wardens, and society of the art and mystery of apothecaries for themselves, their successors and assigns, and all and every other person and persons having or lawfully claiming, or that shall or may have, or lawfully claim any estate, right, title, trust, property, claim, or demand whatsoever, either at law or in equity, of, in, to, or out of the said several lands, tenements, or hereditaments, and premisses hereby granted and surrendered as aforesaid, or any of them, or any part or parcel thereof, shall and will from time to time, and all times hereafter, upon every reasonable request to be made for that purpose, by and at the proper costs and charges in the law, of the said mayor and commonalty and citizens of the said

saïd city of *London*, their successors or assigns, make, do, acknowledge, levy, suffer, and execute, or cause and procure to be made, done, acknowledged, levied, suffered, and executed, all and every such further and other lawful and reasonable act and acts, thing and things, deed and deeds, conveyances and assurances in the law whatsoever, for the further, better, more perfect, and absolute surrendering, conveying, and assuring the saïd lands, tenements, or hereditaments and premisses hereby granted and surrendered or intended so to be, with their and every of their rights, members, and appurtenances, unto and to the use of the saïd mayor and commonalty and citizens of the saïd city of *London*, their successors and assigns, for the purposes aforesaid, according to the true intent and meaning of these presents, as by the saïd mayor and commonalty and citizens, their successors and assigns, or their or any of their counsel learned in the law shall be reasonably devised or advised and required, and so as no further assurance or assurances, contain any further or other covenants than are herein mentioned. IN WITNESS, &c.

An indorsement on the above deed.

Be it remembered that this — day of —
in the year of our Lord 17—, peaceable and
quiet possession and seisin of the freehold piece
or parcel of ground and premisses within men-
tioned

tioned to be granted by the master, wardens, and society of the art and mystery of apothecaries of the city of *London* to the mayor and commonalty and citizens of the said city was taken, had, and delivered by the within named *William Walter* (one of the attornies for that purpose appointed, unto ——— who is lawfully authorised to take and receive the same, to and for the use of the said mayor and commonalty and citizens their successors and assigns, according to the form and effect of the within written indenture in the presence of——

No. XXV.

A Release in fee, from the Assignee of a Bankrupt's Estate, and the Bankrupt to a Purchaser. — Perused by Mr. RIVET.

THIS INDENTURE tripartite, &c. between *Joseph Wingfield* of, &c. surviving assignee of the estate and effects of *Richard Smith* of *Ludgate hill, London*, coachman, chapman, and dealer in horses, of the first part; the said *Richard Smith* of the second part; and *Richard Solly* of, &c. of the third part. *Whereas* his present majesty's commission under the great seal of *Great Britain* grounded upon the several statutes made and in force concerning bankrupts, bearing date at *Westminster*, the 7th day of *January* in the first year of his reign, was awarded against the said *Richard Smith* directed

A commission
of bankrupt
recited,

rected unto *A. B.* and *C. D.* esqrs. and to *E. F. G. N.* gentlemen, thereby giving full power and authority unto them the said commissioners four or three of them to execute the same. *And whereas* the major part of the commissioners in the said commission named, did, in pursuance of the said commission, upon due examination of witnesses, and other good proof upon oath before them had and taken, find that the said *Richard Smith* before the date and suing forth of the said commission, became a bankrupt within the true intent and meaning of the several statutes in the said commission mentioned, or some or one of them. *And whereas* in further execution of the said commission, *Matthew Scofield*, of, &c. (since dead) and the said *Joseph Wingfield* were duly chosen assignees of the said bankrupt's estates and effects. *And whereas* by indenture inrolled in his majesty's court of King's Bench at *Westminster*, bearing date on or about the 24th day of *February* 17— and made or mentioned to be made between the said *A. B. C. D.* and *E. F.* (being the major part of the commissioners in the said commission named) of the one part, and the said *Matthew Scofield* and *Joseph Wingfield* of the other part; reciting to the effect herein before recited, and also reciting that the said commissioners, parties thereto, had found or it otherwise appeared unto them that the said *Richard Smith* at the time of his becoming

The bankruptcy found.

Assignees chosen.

The assignment to the assignees.

coming a bankrupt as aforesaid was seised of, or otherwise well intituled to him and his heirs, amongst other messuages, lands, tenements, and hereditaments therein mentioned unto all that messuage, &c. being the messuage, farm, lands, and premisses herein after mentioned to be hereby granted and released, subject to a mortgage thereof made by the said *Richard Smith* to the reverend Mr. *Horn* for the principal sum of one thousand pounds and other incumbrances, if any affecting the said premisses; they the said commissioners, parties hereto, in further execution of the said commission, and for the consideration therein mentioned, did bargain and sell unto the said *Matthew Scofield* and *Joseph Wingfield*, their heirs and assigns, amongst other things, the said messuage, farm, lands, and premisses hereinafter mentioned to be hereby granted and released, with their and every of their rights, members and appurtenances, and all other the freehold messuages, cottages, lands, tenements, hereditaments, and premisses whatsoever, and wheresoever, within the kingdom of *Great Britain*, of which the said *Richard Smith* was seised, or to which he was lawfully or equitably intituled at the time of his becoming a bankrupt as aforesaid, in possession, reversion or remainder, and which by virtue of the said commission of bankruptcy, or the said several statutes then in force, and made concerning bankrupts

bankrupts or any of them were become vested in the said commissioners in the said commission named, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and of every part and parcel thereof, and all the estate, right, title, inheritance, interest, use, trust, claim, and demand whatsoever, of him the said *Richard Smith*, at the time of his becoming a bankrupt, of, in, and to the said premises thereby bargained and sold, with their and every of their rights, members, and appurtenances, every or any part or parcel thereof, to hold the same unto the said *Matthew Scofield* and *Joseph Wingfield*, their heirs and assigns for ever, subject nevertheless to the said mortgage, and such other incumbrances (if any there were) as should thereafter appear to have been at or before the said *Richard Smith* became a bankrupt as aforesaid, upon the same or any part thereof, upon trust nevertheless that the said *Matthew Scofield*, and *Joseph Wingfield* their heirs and assigns should with all convenient speed, make sale of all and singular the thereby bargained and sold premises with their and every of their appurtenances, for the best value, price or prices and advantages that they could reasonably get for the same, and the money arising thereby, to be to and for the use, benefit, and advantage of all and every the creditors of the said *Richard Smith*, who then had or should thereafter in due time come in and seek relief

The agreement
for the pur-
chase.

One of the
assignees dead.

The considera-
tion.

relief by virtue of the said commission, according to the directions of the said several statutes made and provided, and to and for no other use, intent, or purpose whatsoever, as by the said recited commission, and the proceedings had thereon, and indenture inrolled, relation being thereunto respectively had, may more fully and at large appear; *And whereas* the said *Richard Solly*, contracted and agreed with the said *Matthew Scofield* and *Joseph Wingfield*, for the absolute purchase of the fee simple and inheritance of the manor or lordship of *Powlders*, and the messuages, lands, and premises called *Powlders Farm*, herein after mentioned, to be hereby granted and released, at and for the sum of two thousand three hundred pounds. *And whereas* the said *Matthew Scofield*, is since dead and the said *Joseph Wingfield* doth him survive. NOW THIS INDENTURE WITNESSETH, that for and in consideration of the said sum of two thousand and three hundred pounds, of lawful money of *Great Britain*, to him the said *Joseph Wingfield*, in hand paid by the said *Richard Solly*, at or before the sealing and delivery of these presents, which is in full for the absolute purchase of the premises hereinafter mentioned to be hereby released, being the same sum of two thousand three hundred pounds, mentioned to be the consideration of one indenture of bargain and sale, bearing even date herewith, and made between the said parties hereto, and intended

intended to be inrolled in the High Court of Chancery, and also for and in consideration of the sum of five shillings of like lawful money to the said *Richard Smith*, in hand also paid by the said *Richard Solly*, at or before the sealing and delivery of these presents, the several receipts of which said sums of two thousand three hundred pounds, and five shillings, the said *Joseph Wingfield*, and the said *Richard Smith*, do hereby severally acknowledge, and thereof, and therefrom do severally acquit, release, and discharge the said *Richard Solly*, his heirs, executors, and administrators, and every of them for ever, by these presents, he the said *Joseph Wingfield*, by virtue of the power to him given in and by the said recited indenture, and also the said *Richard Smith*, have and each of them hath granted, bargained, sold, aliened, released, and confirmed, and by these presents do, and each of them doth grant, bargain, sell, alien, release, and confirm, unto the said *Richard Solly*, his heirs and assigns, all that, &c. and also all other the manors, messuages, lands, hereditaments, and premisses in *Winsborrow* otherwise *Woodensbrough* aforesaid, or within the fields, liberties, precincts or territories thereof, which in and by the said recited indenture were bargained and sold, or mentioned or intended to be bargained and sold, to the said *Matthew Scofield*, and *Joseph Wingfield*,
and

The release.

Possession transferred.

General words.

Habendum to the purchaser in fee.

and their heirs (all which said manor, messuages, lands, and premisses herein before mentioned, or intended to be hereby granted and released, are now in the actual possession of the said *Richard Solly*, by virtue of a bargain and sale to him thereof made, by the said *Joseph Wingfield* and *Richard Smith*, for one whole year, in consideration of five shillings, by indenture bearing date the day next before the day of the date of these presents, and by force of the statutes made for transferring uses into possession) and the reversion and reversions, remainder and remainders yearly, and other rents, issues, and profits of all and singular the said manor, messuages, lands, and premisses herein before mentioned, and intended to be hereby granted and released, and of every part and parcel thereof, and all the estate, right, title, interest, use, possession, property, benefit, trust, claim, and demand whatsoever, both at law and in equity, of them the said *Joseph Wingfield* and *Richard Smith*, or either of them, of, in, to, or out of the same premisses, and every or any part or parcel thereof, together with all deeds, evidences, and writings touching or concerning the said premisses and every or any part or parcel thereof, in the custody or power of them the said *Joseph Wingfield* and *Richard Smith*, or either of them; *To have and to hold* the said manor, messuages, lands, hereditaments, and all and singular other the premisses

misses herein before mentioned or intended to be hereby granted and released, with their and every of their appurtenances, unto the said *Richard Solly*, his heirs and assigns, to the only proper use and behoof of the said *Richard Solly*, his heirs and assigns for ever, and to and for no other use, intent, or purpose whatsoever, and the said *Joseph Wingfield*, for himself, his heirs, executors, and administrators, doth covenant, promise and agree, to and with the said *Richard Solly*, his heirs and assigns, by these presents, in manner following, that is to say, that he the said *Joseph Wingfield*, hath not made, done, committed, or wittingly or willingly, suffered any act, matter, or thing whatsoever, whereby or wherewith, or by reason or means whereof, the said manor, messuages, lands, and premisses herein before mentioned or intended to be hereby granted and released, or any part or parcel thereof, are, is, shall or may be impeached, charged, or incumbered, in title, charge, estate or otherwise howsoever; *And further* that he the said *Joseph Wingfield*, his heirs and assigns, and all and every other person and persons, having or lawfully claiming, or which shall or may have or lawfully claim the said manor, messuages, lands, and premisses herein before mentioned or intended to be hereby granted and released, or any part or parcel thereof, or any estate, right, title, interest, or demand therein, or thereunto, by, from or under him, shall and will

Covenant from the assignee that he has done no act to incumber.

Covenant for further assurances.

from time to time, and at all times hereafter, within the space of seven years next ensuing the date hereof, upon the reasonable request, and at the proper costs and charges in the law, of the said *Richard Solly*, his heirs or assigns, make, do, acknowledge, levy, suffer and execute all and every such further and other lawful and reasonable act and acts, thing and things, conveyances and assurances in the law whatsoever, for the confirming and strengthening of these presents, and for the better and more perfect and absolute assuring and conveying of all and singular the said premises herein before mentioned, or intended to be hereby granted and released, or any part or parcel thereof, unto the said *Richard Solly*, his heirs and assigns, be it by fine or fines, feoffment or feoffments, common recovery or recoveries, deed or deeds to be inrolled, or not inrolled, the inrolling of these presents, release or confirmation, or by all or any of the said ways or means, or by any other ways and means in the law whatsoever, as by the said *Richard Solly*, his heirs or assigns, or his or their counsel learned in the law shall be reasonably devised, or advised, and required, so as such further assurance or assurances, so to be made, or any of them, do not contain or imply any further or other warranty or covenant than against the respective acts of the party or parties who shall be required to execute

cute the same, and so as the person or persons that shall be required to execute such further assurance, be not compelled or compellable for the doing thereof, to travel from the place of his, her, or their then habitation or usual place of abode; AND the said *Richard Smith* for himself, his heirs, executors, and administrators, doth covenant, promise, grant and agree, to and with the said *Richard Solly*, his heirs and assigns by these presents, that he the said *Richard Smith*, hath not at any time or times heretofore, made, done, or committed, or wittingly or willingly suffered to be done or committed, any act, matter or thing whatsoever, whereby or wherewith, or by reason or means whereof the manor, messuages, lands, and premisses herein before mentioned, and intended to be hereby granted and released, or any part or parcel thereof, are, is, shall or may be impeached, charged, or incumbred, in title, charge, estate or otherwise howsoever, other than and except one indenture of demise of three parts, bearing date the 30th day of *October* 17—, made or mentioned to be made between the said *Richard Smith* and *Elizabeth* his wife, (since dead) of the first part; the aforesaid *Samuel Horn*, by the name and description of the reverend *Samuel Horn* of the second part; and *J. H.* of, &c. of the third part; whereby the said *Richard Smith*, in consideration of one thousand pounds, demised the premisses hereby released to the said *J. H.* for the term of five

Covenant from the bankrupt that he has done no act to incumber.

Exceptions.

hundred years, under the yearly rent of a pepper-corn, wherein a proviso is contained, for making the same void, on payment of the sum of one thousand and forty pounds, in manner therein mentioned, and a fine levied pursuant to a covenant in the said deed, and also except an indenture bearing date the 12th day of *September* 17—, and made or mentioned to be made, between the said *Richard Smith* of the one part, and the said *Samuel Horn* of the other part, whereby the said *Richard Smith*, in consideration of the further sum of four hundred pounds, ratified and confirmed to the said *Samuel Horn*, the said premisses hereby released, and the said term of years granted by the said excepted indenture of demise of three parts, and released to the said *Samuel Horn*, the said proviso in the said indenture contained, and all other provisos, for redemption, for the then residue of the said term of five hundred years, granted by the said excepted indenture of demise of three parts, in which said last excepted indenture is a proviso or condition, for reconveying the said premisses, on payment of the sum of one thousand four hundred and seventy pounds, in manner therein mentioned, and also except an indenture of lease bearing date the 29th day of *November* in the said year of our Lord 17— whereby the said *Richard Smith* demised the said premisses hereby released, to *E. F.* of, &c. from *Michaelmas* then last, for
twenty-

twenty-one years, at the yearly rent of ninety pounds for the first six years of the said term, and the yearly rent of one hundred pounds for the last fifteen years of the said term, payable half-yearly, and other the rent and covenants therein contained, and likewise except the act of bankruptcy by him committed, on which the said commission is founded. IN WITNESS, &c.

A Release from several Persons, who claimed Interest in the Premises, to the Assignees of a Bankrupt. — Perused by Mr. RIVET. No. XXVI.

THIS Indenture, &c. between *Richard Doe* of, &c. son and heir of *Katherine Doe*, late of, &c. deceased, and *Ann* his wife, *William Roe* of, &c. son and heir of *Martha Roe*, late of, &c. deceased, and *Sarah* his wife, *Rachel Moor* of, &c. spinster, only daughter and heir of *Eliz. Moor*, late of, &c. deceased, *David Fox* of, &c. and *Martha* his wife, and *Dorothy Moor* of, &c. (which said *Katherine Doe*, *Mary Roe*, *Elizabeth Moor*, *Martha Fox*, and *Dorothy Moor*, were the only surviving daughters and co-heirs of *Thomas Moor*, late of, &c. deceased, who was the only son and heir of *Katherine Bell*, late of, &c. deceased, by *Thomas Moor*, her late husband, also deceased,) and *D. C.* of, &c. and *J. T.* of, &c. of the other part; WHEREAS (Here were recited the issuing of a commission of bankruptcy against *Philip Moor* of, &c. the proof

5 D 3 of

Original Precedents

The parties claim an interest in the premises which the grantees have agreed to purchase.

The consideration.

of the bankruptcy, that D. C. and J. T. were chosen assignees, and the bargain and sale from the commissioners to the assignees) AND WHEREAS the said *Richard Roe*, *William Roe*, *Rachel Moor*, *David Fox*, and *Martha* his wife, and *Dorothy Moor*, parties hereto, claim some right or interest, of, in, or to the messuages or tenements, hereditaments, and other premises herein after mentioned, under the said *Thomas Moor*, the younger, deceased, or the said *Katherine Bell*, deceased, or otherwise, and to prevent all suits, controversies and disputes, touching the same, they the said D. C. and J. T. have agreed with them the said *Richard Doe* and *William Roe*, *Rachel Moor*, *David Fox*, and *Martha* his wife, and *Dorothy Moor*, for the purchase of their right and interest in and to the said premises, in trust, as hereinafter mentioned, at and for the sum of ——— pounds. NOW THIS INDENTURE WITNESSETH, That for and in consideration of the sum of ——— pounds of lawful money of Great Britain, to the said *Richard Doe*, *William Roe*, *Rachel Moor*, *David Fox*, and *Martha* his wife, and *Dorothy Moor*, in hand, at and before the sealing and delivery of these presents, by the said D. C. and J. T. well and truly paid out of the money in their hands belonging to the estate of the said *Philip Moor*, for the purchase of the right and interest of them the said *Richard Doe*, *William Roe*, *Rachel Moor*, *David Fox*, and *Martha* his wife, and
Dorothy

Dorothy Moor, in or to the messuages or tenements, hereditaments, and other the premises hereinafter mentioned, the receipt whereof, they the said *Richard Doe, William Roe, Rachel Moor, David Fox*, and *Martha* his wife, and *Dorothy Moor*, do hereby acknowledge, and thereof, and of and from every part thereof, do acquit, release and for ever discharge the said *D. C.* and *J. T.* by these presents, they the said *Richard Doe, William Roe, Rachel Moor, David Fox*, and *Martha* his wife, and *Dorothy Moor*, have and each and every of them hath bargained, sold, aliened, released and confirmed, and by these presents do, and each of them doth bargain, sell, alien, release, and confirm unto the said *D. C.* and *J. T.* and their heirs, all, &c. and also all and singular houses, out-houses, edifices, buildings, yards, gardens, ways, paths, passages, waters, water-courses, lights, easements, profits, commodities, hereditaments, and appurtenances whatsoever, to the said messuages or tenements, and premises mentioned to be hereby released or any of them belonging or in anywise appertaining or therewith or with any part thereof, now or at any time heretofore demised, occupied or enjoyed, or accepted, reputed or taken as part, parcel, or members thereof, or belonging thereunto (which said messuages or tenements, hereditaments, and other premises mentioned or intended to be hereby released, are now in the actual possession of the said *D. C.*

The release.

and J. T. by virtue, &c. and the reversion and reversions, remainder and remainders, rents, issues and profits, of all and singular the said premisses, with the appurtenances, and all the estate, right, title, and interest whatsoever, of them the said *Richard Doe*, *William Row*, *Rachel Moor*, *David Fox*, and *Martha* his wife, and *Dorothy Moor*, or any of them, both in law and equity, of, in, to, or out of the said premisses, and every or any part or parcel thereof, together with all deeds, evidences, and writings whatsoever, touching or concerning the same, or any part thereof, which are now in the hands, custody, or possession of them the said *Richard Doe*, *William Roe*, *Rachel Moor*, *David Fox*, and *Martha* his wife, and *Dorothy Moor* or any of them, or which they or any of them may or can come by, without suit in law; *To have and to hold* the said messuages, tenements, or hereditaments, and all and singular other the premises aforesaid, hereby released or meant, mentioned or intended to be hereby released, with their and every of their rights, members, and appurtenances, unto the said D. C. and J. T. their heirs and assigns, to the only proper use and behoof of the said D. C. and J. T. their heirs and assigns for ever. *In trust nevertheless* for them the said D. C. and J. T. and such other of the creditors of the said *Philip Moor*, as have already sought, or shall hereafter in due time come in and seek relief,
by

Habendum to
the grantees in
fee.

by virtue of the said commission, according to the direction of the several statutes in the said commission mentioned, and to and for no other use, trust, intent, or purpose whatsoever; *And for the better and more effectual conveying* and assuring the said hereby released premisses, unto and to the use of the said *D. C.* and *J. T.* and their heirs, in trust, as aforesaid, the said *Richard Doe*, for himself, and the said *Ann* his wife, his heirs, executors, and administrators, and the said *William Roe* for himself, and the said *Sarah* his wife, his heirs, executors, and administrators, and the said *David Fox*, for himself, and the said *Martha* his wife, his heirs, executors and administrators, do severally and respectively, and not the one for the other, or the heirs, executors, or administrators of the other, covenant and agree to and with the said *D. C.* and *J. T.* their heirs and assigns by these presents, that they the said *Richard Doe*, and *Ann* his wife, *William Roe* and *Sarah* his wife, and *David Fox* and *Martha* his wife, shall and will before the end of this present *Easter Term*, at the proper costs and charges of the said *D. C.* and *J. T.* their heirs or assigns, acknowledge and levy before the justices of his majesty's court of Common Pleas, at *Westminster*, unto the said *D. C.* and *J. T.* and their heirs, in trust as aforesaid, one fine *sur conusance de droit come ceo*, with proclamations thereupon to be had, according to the form of the statute

Covenant from the respective parties to levy a fine.

The uses there-
of declared.

tute in that case made and provided, of the said messuages or tenements, hereditaments and premisses mentioned or intended to be hereby released, by such apt names, quantities, and qualities, to ascertain the same, as by the said *D. C.* and *J. T.* their heirs or assigns, or their counsel learned in the law, shall be reasonably devised or advised; *And it is hereby declared* and agreed, by and between the said parties to these presents, that the said fine, so as aforesaid, or in any other manner, or at any other time to be had and levied, of the same premisses, and all and every other fine and fines, conveyances and assurances in the law whatsoever, heretofore had, made, levied, suffered or executed, or hereafter to be had, made, levied, suffered or executed, of the said hereby released premisses, or any part thereof, by or between the said parties to these presents, or any of them, or whereunto they or any of them are or shall be parties or privy, shall be and enure, and shall be judged, deemed, and taken to be and enure, and so are, and were meant, mentioned, and intended, and are hereby declared to be and enure, to the use and behoof of the said *D. C.* and *J. T.* their heirs and assigns for ever, in trust, as aforesaid, and to and for no other use, intent, or purpose whatsoever; *AND* the said *Richard Doe* for himself, and the said *Ann* his wife, his heirs, executors, and administrators, and the said *William Roe*,
for

Covenant from
the releasors,
that the gran-
tees may peace-
ably enjoy.

for himself and the said *Sarah* his wife, his heirs, executors, and administrators, and the said *Rachel Moor*, for herself, her heirs, executors, and administrators, and the said *David Fox*, for himself, and the said *Martha* his wife, his heirs, executors, and administrators, and the said *Dorothy Moor*, for herself, her heirs, executors, and administrators, do severally and respectively, and not one for the other, or for the heirs, executors, or administrators of the other, covenant, and agree to and with the said *D. C.* and *J. T.* their heirs and assigns, that it shall and may be lawful to and for the said *D. C.* and *J. T.* their heirs and assigns, at all times hereafter for ever, peaceably and quietly to enter into and upon the said premisses with the appurtenances hereby released, and into every or any part thereof, and hold and enjoy the same, and receive and take the rents, issues, and profits, to his and their own use and uses.

In trust as aforesaid, without any lett or interruption of or by the said *Richard Doe* and *Ann* his wife, *William Roe* and *Sarah* his wife, *Rachel Moor* and *David Fox* and *Martha* his wife, and *Dorothy Moor* their heirs or assigns, or any other person or persons lawfully claiming or to claim by, from or under, or in trust for them, any or either of them. *And that* free and clear and freely and clearly, and absolutely acquitted, freed, and discharged of and from all and all manner of for-

Free from incumbrances.

mer

Covenant for
further assur-
ances.

mer and other gifts, grants, bargains, sales, jointures, settlements, mortgages, titles, charges and incumbrances whatsoever, made, done, committed, or suffered by the said *Richard Doe*, and *Ann* his wife, &c. (*the parties*) or any person or persons claiming or to claim, by or from, or under them or any of them, *And that* they the said *Richard Roe* and *Ann* his wife, &c. (*the other parties*,) and their heirs, and all and every other person and persons lawfully claiming, or to claim, any estate, right, title, or interest in or to the said premisses herein before mentioned, to be hereby released, or any part thereof, by, from, under or in trust for them, or any of them, shall and will from time to time, and at all times hereafter during the space of ten years next ensuing the date hereof, upon the reasonable request, and at the costs and charges in the law of the said *D. C.* and *J. T.* their heirs and assigns, or any of them, make, do, acknowledge, levy, suffer, and execute, or cause and procure to be made, done, &c. all and every such further and other lawful and reasonable acts, matter, deeds, conveyances, and assurances in the law whatsoever, be it by fine or fines, recoveries, deed or deeds inrolled or not inrolled, the inrollment of these presents, or otherwise howsoever, for the better and more effectual conveying settling and assuring the said messuages or tenements, hereditaments and premisses mentioned

tioned to be hereby released, with the appurtenances, and the fee-simple and inheritance thereof, unto and upon the said *D. C.* and *J. T.* their heirs and assigns, in trust as aforesaid, as by them or any of them, or their or any of their counsel learned in the law, shall be reasonably advised, devised, or required, so as such further assurances contain no further or greater warranty or covenant, than only against the party required to execute the same, and their acts and deeds only, and no person be compelled to travel further than ten miles from his or their place of abode, for the doing thereof. IN WITNESS, &c.

A Release of the Equity of Redemption from the Heir of a Mortgagor to a Person in Trust for the Mortgagee. Perused by Mr. Rivet.

No. XXVII.

THIS INDENTURE tripartite, &c. between *Richard Hall* of, &c. son and heir of *Samuel Hall* late of, &c. of the first part; *Charles Doe*, of, &c. of the second part; and *Philip Doe* of, &c. of the third part. *Whereas* the premises hereinafter mentioned to be conveyed, were heretofore mortgaged by the said *Samuel Hall* to *C. R.* of &c. by indenture of demise bearing date the ——— day of ——— for one thousand years, the interest wherein is legally come unto and vested in the said *Charles Doe*.

The mortgage recited generally.

What is now
due thereon.

The considera-
tion.

Doe. And whereas there is now justly due and owing unto the said *Charles Doe* upon the said mortgaged premisses for principal and interest the sum of ——— pounds. Now THIS INDENTURE WITNESSETH that as well for and in consideration of the said sum of ——— pounds already due and owing to the said *Charles Doe* as aforesaid, as of the further sum of ——— pounds of lawful money of *Great Britain*, by the said *Charles Doe* and of ten shillings of like lawful money by the said *Philip Doe* to the said *Richard Hall*, in hand, at or before the sealing and delivery of these presents, well and truly paid, the receipt of which sum of ——— pounds, and also of the said ten shillings he the said *Richard Hall* doth hereby acknowledge, and thereof, and of every part thereof, acquit, release, and discharge the said *Charles Doe* and *Philip Doe*, their heirs, executors, and administrators, by these presents, which said sum of ——— pounds so due as aforesaid, with the said sum of ——— pounds now paid to the said *Richard Hall* make the sum of ——— pounds, being the full consideration for the compleat purchase of the absolute freehold and estate of inheritance in fee-simple, in possession of and in the messuages or tenements, hereditaments and premisses mentioned to be hereby released, he the said *Richard Hall* hath granted, bargained, sold, released, and confirmed, and by these presents, by and with the consent,

consent, direction, and appointment of the said *Charles Doe*, testified by his being a party hereto, and sealing and delivering of these presents, doth grant, bargain, sell, release, and confirm unto the said *Philip Doe*, in his actual, &c. and his heirs, all, &c. and also all ways, paths, passages, waters, watercourses, lights, easements, liberties, privileges, profits, commodities, and appurtenances whatsoever, to the said messuages or tenements, hereditaments and premises belonging, or in any wise appertaining, and also all the estate, right, title, interest, use, trust, property, benefit, claim, and demand whatsoever, in law or equity of the said *Richard Hall* of, in, unto, or out of the same premises, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, together with all deeds, evidences, and writings in the hands, custody, or power of the said *Richard Hall*, or of any person or persons in trust for him, or which he can any ways come by, with suit in law or equity, or which any ways touch or concern the said messuages or tenements, hereditaments and premises, or any part thereof. *To have and to hold* the said messuages or tenements, hereditaments and premises hereinbefore mentioned and intended to be hereby granted and released with their and every of their appurtenances, and every part and parcel thereof, unto the said *Philip Doe*, to the use and behoof of the said

Habendum.

Covenant to
levy a fine.

said *Philip Doe*, his heirs and assigns for ever, *In trust nevertheless* for the said *Charles Doe*, his heirs and assigns, *And for the better assurance* of the said premisses to the use and upon the trust aforesaid, the said *Richard Hall* for himself and his heirs, and for *Elizabeth* his wife, doth hereby covenant and agree to and with the said *Philip Doe*, his heirs and assigns by these presents, that they the said *Richard Hall* and *Elizabeth* his wife, shall and will as of *Easter* term last, or before the end of *Trinity* term, now next ensuing, at his and their proper costs and charges in due form of law, acknowledge and levy before his majesty's justices of the court of Common Pleas at *Westminster*, unto the said *Philip Doe* according to the form of the statute in that case made and provided, one fine *sur consueance de droit come ceo, &c.* with proclamations to be thereupon had according to the usage and custom of fines in such cases used in the said court, of the aforesaid messuages or tenements, hereditaments and premisses hereinbefore mentioned, and hereby granted and released, or intended so to be, by such apt and convenient names, quantities, qualities, and other descriptions to ascertain the same, as shall be thought meet. *And it is hereby declared and agreed* by and between the said parties to these presents, that the said fine so as aforesaid, or in any other manner, or at any other time to be had and levied, of the said

The uses de-
clared.

saïd premisses, and all and every other fine and fines, conveyances, and assurances in the law whatsoever, heretofore had, made, levied, suffered, or executed, or hereafter to be had, &c. by and between the saïd parties, or any of them, shall be and enure, and shall be adjudged, deemed, construed, and taken to be and enure, to the use and behoof of the saïd *Philip Doe* and his heirs, *in trust* for the saïd *Charles Doe* his heirs and assigns for ever, and to and for no other use, trust, intent or purpose whatsoever, AND the saïd *Richard Hall* for himself, his heirs, executors, and administrators doth further covenant, promise and agree to and with the saïd *Philip Doe*, his heirs and assigns by these presents in manner and form following (that is to say) that for and notwithstanding any act, matter, or thing by the saïd *Richard Hall* or any of his ancestors, or any other person or persons whomsoever claiming by, from, or under them, or any of them, had, made, done, or suffered to the contrary, he the saïd *Richard Hall* is the sole, true, and lawful owner and proprietor of all and singular the saïd premisses with the appurtenances hereby released, or intended so to be, and now is lawfully and absolutely seised thereof, and of every part and parcel thereof, of a pure legal absolute and indefeasible estate of inheritance, in fee-simple, without any manner of condition, trust, proviso, power of revocation, limitation of use or

Covenant that the grantor is seised in fee.

And hath right
to convey.

Covenant for
peaceable en-
joyment.

uses, or other restraint, matter, or thing where-
by to determine, alter, charge, impeach, in-
cumber, or make void the same estate, and
shall continue so seised thereof, till an absolute
estate of inheritance in fee-simple shall be
vested in the said *Philip Doe*, and his heirs in
trust as aforesaid, according to the true in-
tent and meaning of these presents. *And also*
that the said *Richard Hall* now hath in himself
good right and title, and absolute power and
authority to grant and release all and singular
the premisses hereby granted and released, or
intended so to be, with the appurtenances unto
and to the use of the said *Philip Doe*, his heirs
and assigns, *in trust as aforesaid*. AND that it
shall and may be lawful to and for the said
Philip Doe, his heirs and assigns *in trust as aforesaid*,
at all times hereafter peaceably and quiet-
ly to have, hold, use, occupy, and enjoy the
said messuages or tenements, hereditaments
and premisses hereby granted and released, or
intended so to be, and every part and parcel
thereof, with the appurtenances, and also to
have, receive and take all and every the rents,
issues, and profits thereof, without any let,
suit, trouble, vexation, hindrance, or molesta-
tion whatsoever, of or by the said *Richard*
Hall, his heirs or assigns, or any other person
or persons whatsoever, lawfully claiming or to
claim, by, from or under them or any of them
or any of the ancestors of the said *Richard Hall*,
and

and that free and clear, and freely and clearly acquitted, exonerated and discharged of, from, and against all and all manner of former and other gifts, grants, bargains, sales, leases, mortgages, jointures, dowers, title of dower, uses, intails, rents, arrears of rents, taxes, assessments, statutes, recognizances, judgments, extents, and executions, and of, from and against all other estates, titles, troubles, charges, and incumbrances whatsoever, had, made, executed, committed, done, or suffered by the said *Richard Hall*, or any of his ancestors, or any person or persons claiming, by, from, or under them, or any of them. *And that* the said *Richard Hall*, and his heirs and assigns, and all and every other person and persons, lawfully claiming or to claim any estate, right, title or interest, in or to the said premises hereinbefore mentioned to be hereby granted and released, or any part thereof, by, from, or under, or in trust for them, or any of them, shall and will from time to time, and at all times hereafter, upon the reasonable request, and at the costs and charges of the said *Charles Doe*, his heirs and assigns, make, do, acknowledge, levy, suffer, and execute, or cause and procure to be made, done, acknowledged, levied, suffered, and executed, all and every such further and other lawful and reasonable acts, matters, deeds, conveyances, and assurances in the law whatsoever, be it by fine or fines, recoveries, deed or deeds inrolled

Free from former incumbrances.

Covenant for further assurances.

or not inrolled, the inrollment of these presents, or otherwise howsoever, for the better and more effectual conveying, settling and assuring the said messuages or tenements, hereditaments and premisses with the appurtenances and the fee-simple and inheritance thereof, unto the said *Philip Doe*, and his heirs, to his and their own use and uses. *In trust for the said Charles Doe*, his heirs and assigns, as by them or any of them, or their or any of their counsel learned in the law, shall be reasonably devised or advised and required, so as, &c. IN WITNESS, &c.

No. XXVIII.

A Release and Extinguishment of Right from Executors to a Devisee.

Divers leases
recited,

THIS INDENTURE &c. between *Elizabeth Row of W—— street, London*, widow, and *Frederick Frith of the Poultry, London, —*, executors of the last will and testament of *Richard Row, late of Bread-street, London, —*, deceased, of the one part; and *Henry Row of Kingston upon Thames, in the county of Surry, merchant*, of the other part. *Whereas* in and by a certain indenture of lease, bearing date on or about the 20th day of *March 17—*, and made or mentioned to be made between *George Green of J—— in the county of B—— esq;* of the one part; and *Edward Coo of the parish of Saint Andrew, Holborn, in the county of Middlesex,*

dieſex, bricklayer, of the other part; the ſaid *George Green* for the conſiderations therein mentioned, did demife, ſet, and to farm let, unto the ſaid *Edward Coo*, all that piece or parcel of ground, ſituate in the ſaid pariſh of *Saint Andrew, Holborn*, on the North ſide of a new ſtreet, near *Gray's-inn-lane*, then called or intended to be called *Green-ſtreet*, abutting North on the common ſewer, Eaſt on ground and buildings then demifed, or intended to be demifed by the ſaid *George Green* to *Joſias Sikes*, carpenter, and Weſt on other ground and buildings then demifed or intended to be demifed by the ſaid *George Green* to the ſaid *Edward Coo* and containing in front from Eaſt to Weſt, and alſo in the rear or back part thereof fourteen feet of aſſize or thereabouts, and in depth from North to South on both ſides thereof, twenty-nine feet of aſſize or thereabouts, together with the meſſuage or tenement, and other erections and buildings thereon erected and built, which ſaid meſſuage or tenement was marked or numbered (17) together with all ways, lights, eaſements, waters, watercourſes, profits, commodities, and appurtenances thereto belonging; To hold unto the ſaid *Edward Coo*, his executors, adminiſtrators, and aſſigns, from the feaſt day of the annunciation of the bleſſed Virgin *Mary* next enſuing the date hereof, for and during, and unto the full end and term of ſixty-three years, from thence next

Original Precedents

ensuing and fully to be compleat and ended, at and under the rent of a pepper corn for the first two years of the said term, and the yearly rent of two pounds and ten shillings for the remainder of the said term, payable quarterly as therein is mentioned. *And whereas* in and by one other indenture of lease bearing date on or about the said 20th day of *March* 17— being tripartite and made or mentioned to be made between the said *George Green* of the first part, *Moses West* of the said parish of *Saint Andrew's, Holborn*, bricklayer, and the afore-said *Edward Coo* of the second part; and *Thomas Ush* of the parish of *Saint Giles in the Fields* in the said county of *Middlesex*, joiner, of the third part; the said *George Green* for the considerations therein mentioned, did, by the direction and appointment of the said *Moses West* and *Edward Coo* demise, set, and to farm let, unto the said *Thomas Ush*, all, &c. numbered (22) to hold unto the said *Thomas Ush*, his executors, administrators, and assigns from the feast day of the annunciation of the blessed *Virgin Mary* next ensuing the date thereof, for and during, and unto the full end and term of sixty-three years from thence next ensuing and fully to be compleat and ended, at and under the rent of a pepper corn for the first two years of the said term and the yearly rent of two pounds and seventeen shillings for the residue of the said term, payable quarterly as therein is mentioned.

And

And whereas in and by one other indenture of lease bearing date on or about the said 20th day of *March* 17— being tripartite, and made or mentioned to be made between the said *George Green* of the first part; the said *Moses West* and *Edward Coo* of the second part; and *James Page* of the parish of *Saint Andrew, Holborn*, aforesaid, mason, of the third part; the said *George Green*, for the considerations therein mentioned, did by the direction and appointment of the said *Moses West* and *Edward Coo*, demise, let, and to farm let unto the said *James Page*, all, &c. (28) to hold unto the said *James Page*, his executors, administrators, and assigns, from the feast day of the annunciation of the blessed Virgin *Mary* next ensuing the date thereof, for and during, and unto the full end and term of sixty-three years from thence next ensuing, and fully to be compleat and ended, at and under the rent of two pounds and ten shillings for the remainder of the said term, payable quarterly as therein mentioned.

And whereas in and by one other indenture of lease bearing date on or about the said 20th day of *March* 17— being tripartite and made or mentioned to be made between the said *George Green* of the first part; the said *Moses West* and *Edward Coo* of the second part; and *Thomas Rich* of *Westminster* in the said county of *Middlesex*, merchant, of the third part; the said *George Green* for the considerations therein mentioned, did, by the direction and

appointment of the said *Moses West* and *Edward Coo* demise, set, and to farm let, unto the said *Thomas Rich* all, &c. numbered (29 and 30) together with all ways, lights, easements, waters, water-courses, profits, commodities and appurtenances thereto belonging, to hold unto the said *Thomas Rich* his executors, administrators, and assigns from the feast day of the annunciation of the blessed Virgin *Mary*, next ensuing the date thereof, for and during, and unto the full end and term of sixty-three years, from thence next ensuing, and fully to be compleat and ended, at and under the rent of a pepper-corn, for the first two years of the said term, and the yearly rent of five pounds, for the remainder of the said term payable quarterly as therein mentioned; *And whereas* in and by one other indenture of lease bearing date on or about the 23d day of the said month of *March* 17—, being tripartite, and made or mentioned to be made between the said *George Green* of the first part; the said *Moses West* and *Edward Coo* of the second part; and *William Wilt*, of the parish of *St. James* within the liberty of the city of *Westminster*, in the said county of *Middlesex*, plaisterer, of the third part; the said *George Green* for the considerations therein mentioned, did, by the direction and appointment of the said *Moses West* and *Edward Coo*, demise, set and to farm let, unto the said *William Wilt*, all, &c. numbered (35), to hold unto the said

William

William Wilt, his executors, administrators, and assigns, from the feast day of the annunciation of the blessed Virgin *Mary*, next ensuing the date thereof, for and during, and unto the full end and term of sixty-three years, from thence next ensuing, and fully to be compleat and ended, at and under the rent of a pepper-corn for the first two years of the said term, and the yearly rent of two pounds and ten shillings, for the remainder of the said term, payable quarterly, as therein mentioned; *And whereas* in and by one other indenture of lease, bearing date on or about the 22d day of *March* 17—, and made or mentioned to be made, between the said *Moses West* and *Edward Coo*, of the one part; and the aforesaid *Thomas Ush*, of the other part; the said *Moses West* and *Edward Coo*, for the considerations therein mentioned, did demise, set, and to farm let, unto the said *Thomas Ush*, all, &c. to hold unto the said *Thomas Ush*, his executors, administrators, and assigns, from the feast day of the annunciation of the blessed Virgin *Mary*, next ensuing the date thereof, for and during, and unto the full end and term of sixty-one years from thence next ensuing, and fully to be compleat and ended, at and under the yearly rent of two pounds, payable quarterly, as therein mentioned, and in which said several hereinbefore in part recited indentures of lease, are inserted and contained, sundry covenants and agreements,

which became
vested in a per-
son

who by will gave
them to the re-
leasee, and ap-
pointed execu-
tors,

ments, on the part and behalf of the tenant or lessee therein respectively named, his executors, administrators, and assigns, to be observed, kept, and performed, as in and by the said several recited indentures of lease, relation being thereto respectively had, may more fully and at large appear; *And whereas* the several pieces or parcels of ground and premisses demised by the said recited indentures of lease as aforesaid, with the messuages or tenements, and other the erections and buildings thereon erected and built, by good and lawful conveyances in the law, became legally vested in the said *Richard Row*, for the residue of the several terms of years granted thereof as aforesaid; *And whereas* the said *Richard Row*, lately departed this life, having duly made and published his last will and testament in writing, bearing date on or about the 16th day of *February* last past, and thereby (amongst other things) gave and bequeathed the aforesaid leasehold premisses, unto the said *Henry Row*, for the residue of his several terms for years, and interest that should be to come therein, at the time of his death, subject to the payment of the rent and performance of the covenants from thenceforth to be paid and performed by the lessee or assignee of the said premisses; and the said testator appointed his wife, the said *Elizabeth Row*, and the said *Frederick Frith*, executrix and executor of his said will, who duly proved
the

the same in the Prerogative Court of *Canterbury*, and took upon themselves the execution thereof; *And whereas* all the debts and legacies of the said *Richard Row*, have been fully paid and satisfied: Now THIS INDENTURE WITNESSETH, that as well for the extinguishing of all right and interest, which they the said *Elizabeth Row* and *Frederick Frith*, or either of them have, or hath, in or to the several leasehold estates and premises aforesaid, or any part thereof respectively, under or by order of the said last will and testament of the said *Richard Row*, or otherwise howsoever, and for enlarging and confirming to the said *Henry Row*, the absolute estate and interest therein, pursuant to the true intent and meaning of the said will, as also for and in consideration of the sum of five shillings a-piece, of good and lawful money of *Great Britain*, by the said *Henry Row*, in hand, well and truly paid to the said *Elizabeth Row* and *Frederick Frith*, at and immediately before the execution of these presents, the receipt whereof is hereby acknowledged, they the said *Elizabeth Row* and *Frederick Frith*, have and each of them hath remised, released, and for ever quit claimed and confirmed, and by these presents do, and each of them doth remise, release and for ever quit claim, and confirm unto the said *Henry Row*, his executors, administrators, and assigns, all the estate, right, title, interest, use, trust, pro-

The testator's debts paid.

The executors therefore for extinguishing their rights and assuring the premises according to the testator's intention,

release to the devisee.

and covenant
that they have
done no act to
incumber.

property, term and terms for years, possession, benefit, claim, and demand whatsoever, both at law and in equity, of them the said *Elizabeth Row* and *Frederick Frith*, or either of them, or which they or either of them, their executors or administrators, can or may have, claim, challenge, or demand, of, in, to, from, or out of the said several pieces or parcels of ground comprized in the said several hereinbefore in part recited indentures of lease, and therein mentioned to be thereby respectively demised, in manner aforesaid, and all edifices, and buildings, of what nature or kind soever, erected or built thereupon, or upon any part thereof, with their and every of their appurtenances; AND the said *Elizabeth Row* and *Frederick Frith*, for themselves severally, and for their several heirs, executors, and administrators, and not jointly, or the one for the other, or for the acts of the other, but for their own respective acts only, do and each of them doth covenant, promise, and agree to and with the said *Henry Row*, his executors, administrators, and assigns, by these presents, that they the said *Elizabeth Row*, and *Frederick Frith*, have not, nor hath either of them at any time heretofore made, done, or committed any act, matter, or thing whatsoever, whereby or by reason or means whereof the said several leasehold estates and premisses, or any of them, or any part or parcel thereof

re-

respectively, are, is, shall or may be impeached charged, or incumbered in title, charge, estate, or otherwise howsoever. IN WITNESS, &c.

The above draught was perused by

Mr. DUANE.

Release of a Legacy.—Settled by Mr. RIVET.

No. XXIX.

TO ALL TO WHOM THESE PRESENTS shall come, *William Hall* of, &c. and *Philip Hall* of, &c. send greeting, *Whereas Thomas Jones* late of, &c. deceased, by his last will and testament in writing, bearing date the 18th day of *August* which was in the year of our Lord 17— did (amongst other pecuniary legacies) give and bequeath unto his sister *Mary Hall*, the wife of *William Hall*, esq; serjeant at law, the sum of two thousand pounds, in trust nevertheless, to pay and distribute the same to and amongst her three sons *William*, *Philip*, and *John*, in such shares and proportions, and in such manner as she in her own discretion should think fit and convenient, and in case either of her three sons should happen to die before the testator, then in further trust, that she should pay and distribute the said sum of two thousand pounds, to and amongst the survivors of them, in such manner and in such shares and proportions as she should think fit, as aforesaid, and did constitute and appoint his nephew

nephew *Peter Pugh*, sole executor of his said will, as by the said will duly proved by the said executors in the Prerogative Court of *Canterbury*, relation being thereunto had, may more fully appear; *And whereas* the said *John Hall*, one of the legatees died several years since, in the life-time of the said testator, and the said *Mary Hall*, his mother also departed this life, in the life-time of the said testator, and the said *William Hall*, her husband died also in the life-time of the said testator; *And whereas* the said *William Hall* and *Philip Hall*, the two other legatees are living and of age, and have agreed that the said legacy of two thousand pounds, shall be equally divided between them; NOW KNOW YE, that the said *William Hall* and *Philip Hall*, do and each of them doth by these presents respectively acknowledge, declare, and testify that on the day of the date hereof, they have severally had and received, of and from the said *Peter Pugh*, the sum of one thousand pounds each, of lawful money of *Great Britain*, in full payment, satisfaction, and discharge of the said legacy, and of two thousand pounds so given and bequeathed to the said *Mary Hall*, in trust, as aforesaid: and of, and from the said legacy of two thousand pounds, and every or any part thereof, and all claims and demands touching the same, do and each of them doth severally acquit, release, and discharge the said *Peter Pugh*, his executors and
admini-

administrators, and every of them, and the estate and effects of the said *Thomas Jones*, for ever by these presents. IN WITNESS, &c.

A Deed Poll on Disfranchising a Member of a Company; whereby the Corporation release him of his Freedom, and all Offices and Charges, whereto he is engaged under Charters, Bye-Laws, or otherwise.—Settled by Mr. BOOTH.

No. XXX.

TO ALL TO WHOM these presents shall, come the Master, Wardens, and Society of the art and mystery of apothecaries of the city of *London*, send greeting; KNOW YE, that we for divers good causes and considerations, us hereunto especially moving, have acquitted, released, and discharged, and by these presents, for us and our successors, do acquit, release, and discharge *A. B.* citizen and apothecary of *London*, of and from his freedom in the said society or company, and of and from all other offices, duties, charges, payments, and things whatsoever relating thereto, or whereto he now stands engaged, by virtue of any charters, bye-laws, ordinances, or other matter or thing whatsoever; and so as of and from the same, he shall and may at all times hereafter be fully and absolutely discharged by these presents, IN WITNESS whereof we have hereunto caused our public seal to be set, this — day of — in the — year of the reign of our sovereign, &c.

Examined and allowed

R. R. clerk.

Cafe

*Case in Respect to the Redemption of a
Quit-Rent.*

Whether a Receipt from the Chamberlain of the city of London, for the Purchase Money directed under an Act to be paid to him for the Redemption of Quit-Rents, established by the same Act, is effectual, or whether any Conveyance is necessary.

BY an act of parliament passed in the 7th year of Geo. 3. c. 37. It is (amongst other things) enacted, that it should be lawful to and for the mayor, aldermen, and commons of the city of *London*, in common council assembled, and they were thereby required to enclose and embank so much of the ground and soil of the river *Thames*, as lies on the North side thereof, between the West corner of *Powell's* wharf, near *Puddle Dock*, in the said city, and the East corner of *Roberts's* wharf, near *Milford Lane*, in the county of *Middlesex*, according to such plan or plans as they should on or before the 39th day of *September* 17—, lay out and direct, and cause to be hung up in the town clerk's office, in the Guildhall of the said city, for public view and inspection.

And that it should be lawful to and for any of the owners and proprietors of the several wharfs or grounds abutting on the North side of the said river, within the limits aforesaid, who should on or before the 29th day of *September*

tember 17—, give notice in writing to the town clerk of the said city, of their intention to embank so much of the said ground and soil of the river as lies opposite and contiguous to their said respective wharfs or grounds, to enclose and embank the same accordingly, at their own expence, within six calendar months next after such notice.

And that the ground and soil of the said river which should be so inclosed and embanked, by, or at the expence of the respective owners or proprietors of the adjoining wharfs, should from and after the 29th day of *September 17—*, be for ever subject to, and the same was thereby charged with a yearly quit-rent of one farthing sterling *per* foot, superficial measure, for every superficial foot thereof, which said yearly quit-rents should be, and the same were thereby vested in, and made payable to the said mayor, commonalty, and citizens for ever, to and for the purposes in the said act mentioned.

And that the said yearly quit-rent, and every or any part thereof should be redeemable, upon payment to the chamberlain of the said city for the time being of the price or value thereof, to be computed and estimated, at and after the rate of twenty years purchase, together with all arrears of the said quit-rent, to be computed *pro rata* to the day of such payment or tender.

The society of apothecaries, *London*, pursuant to the power given them by the said act, have enclosed and embanked, at their own ex-

pence, so much of the ground and soil of the said river, as lies opposite to their late wharf or ground near *Black-friars Bridge*, and which contains five thousand five hundred and fifty-four superficial feet, and intending to redeem the quit-rent, payable for the same, (being five pounds fifteen shillings and eight-pence halfpenny a-year) have applied for that purpose to the committee of common council, appointed to carry the said act into execution, who propose that the chamberlain shall only give a receipt for the purchase-money.

Qu. Whether a receipt will be sufficient, or if any and what conveyance of the quit-rent is necessary?

The clause here referred to, is defectively penned; but there is another clause in the act, that I apprehend, will aid it, and will serve to supply the defect. The words of the clause in fol. 493 are, that the said yearly quit-rents by this act reserved and made payable, shall be redeemable upon payment to the chamberlain of the price or value thereof, at the rate of twenty years purchase. In fol. 485 in the same act, concerning annuities, that the court of mayor and aldermen of the city is impowered to grant, out of certain funds mentioned in the act, where it is directed, that the mayor and aldermen shall give six months notice of
their

their intention to *redeem* the said annuities to the persons to whom the same shall belong, then at the end of the said six months upon payment or tender of the money for which the said annuities shall have been granted, the annuity payable to such persons to whom such payment shall have been made, shall cease and determine. These words, *and from thenceforth the said quit-rents shall cease and determine*, are wanting in the clause in fol. 493, after the words, that the quit-rents shall be *redeemable upon payment* to the chamberlain, of the price or value thereof, at twenty years purchase: but I think that as the clause in, fol. 485, had authorised a redemption of the annuities, which redemption should have the consequence and effect of, and terminate in, making the said annuities to cease, so the redemption which the clause of fol. 493, made the quit-rents liable to, should, by necessary implication, have the like consequence and effect of, and in like manner terminate in, making the said quit-rents to cease and to determine, and to be no longer payable; and in this sense the act must plainly mean to use the words, *shall be redeemable* since it uses the word *redeem* in that sense with respect to the annuities, before, in the preceding part. Besides the word *to redeem*, is to buy back, and if the payer of a quit-rent issuing out of his own land, buys it back, such buying back must operate

as an extinguishment of the quit-rent, and from thenceforth it must cease and determine and be no longer payable. Wherefore upon the whole the payment to, and receipt from the chamberlain, will I conceive from the plain intention of the act, amount to, and *ex opere operato*, will produce an annihilation and extinguishment of the quit-rent, and I apprehend that there will be no occasion for any release or surrender from the court of mayor and aldermen, as would be the case were this a transaction between two common persons, concerning the re-purchase of a common quit-rent or rent-charge.

You must be very careful of the receipt, which the chamberlain is to give you; and you should take care to see an exact entry made in his books, of the sum which the company is to pay, for the redemption of this quit-rent.

If the chamberlain was, in the last line but one, just before the words, I say received, &c. to insert these words, and from henceforth the said quit-rent is to cease and determine, it would have this use, *viz.* That it would appear to the reader that the person making payment of the price or purchase-money (that is the company) relied upon the operation of the receipt, and made no attempt to get any release or surrender from the court of mayor and aldermen. But when officers have once adopted certain forms to go by, in transacting the business

ness of their offices, it is difficult to get them to vary those forms how inconvenient so ever it may be to the parties concerned.

J. BOOTH.

Revocations.

A Deed of Revocation, Appointment and Release in Fee of a Manor, upon the same being sold to a Purchaser; Part of the Purchase Money to remain on Mortgage of the Premises. No. 1.

THIS INDENTURE of four parts, made, &c. between *Edward Ellis* of — in the county of *Cornwall*, esquire, and *Catherine* his wife, of the first part; the Reverend *Thomas Wills*, of *Brecknock*, clerk, of the second part; *Edward Gibb*, of *Beriton*, in the county of *Southampton*, esquire, son and heir of *Edward Gibb*, late of the same place, esquire, deceased, of the third part; and *John Way*, of *Newgate-Street, London*, esquire, of the fourth part; *Whereas* by indentures of lease and release, bearing date respectively the 20th and 21st days of *September*, which was in the year of our Lord 17—, executed previous to the marriage of the said *Edward Ellis*, with the said *Catherine* his wife, the release being tripartite,

A settlement of the estate.

5 F 3

and

and made or mentioned to be made between the said *Catherine Ellis*, by her then name and description of *Catherine Ston* of the parish of *St. James, Westminster*, in the county of *Middlesex*, spinster, of the first part; the said *Edward Ellis*, of the second part; and the said *Thomas Wills* and *Edward Gibb*, deceased, of the third part; It is witnessed that the said *Catherine Ellis*, in consideration of the then intended marriage, and for other the considerations therein mentioned, did, (with the privity and consent of the said *Edward Ellis*,) grant and convey unto the said *Thomas Wills* and *Edward Gibb*, deceased, and their heirs, the manor, messuages, lands, tenements, and hereditaments hereinafter by these presents granted and released, with their appurtenances, To hold the same unto the said *Thomas Wills*, and *Edward Gibb*, deceased, and their heirs, to the use of the said *Catherine Ellis*, and her heirs, until the said marriage should be had, and from and after the solemnization thereof, to the use of the said *Edward Ellis* and *Catherine* his wife, for the terms of their natural lives, and the life of the longer liver of them, without impeachment of waste, and from and after the decease of the survivor of them, to the use of the said *Thomas Wills* and *Edward Gibb*, deceased, their executors, administrators, and assigns, for the term of five hundred years, without impeachment of waste, upon trust, for raising such

such portions for the children of the said *Edward Ellis*, on the body of the said *Catherine* afore said, to be begotten, as are therein particularly mentioned, and from and after the expiration, or other sooner determination of the said term of five hundred years, and subject thereto, and to the trusts thereof, to the use of the survivor of them the said *Edward Ellis* and *Catherine* his wife, and of the heirs and assigns of such survivor for ever, in which said recited indenture of release, is contained a proviso, whereby it is declared and agreed, by and between the said parties thereto, that it should be lawful for the said *Edward Ellis* and *Catherine* his wife, with or without the consent of the trustees, for the time being, testified in writing under their hands and seals, at any time thereafter, absolutely to sell and dispose of all and every, or any of the said manors, messuages, lands, tenements, hereditaments, and premisses thereby granted and released to any person or person whomsoever; and in order thereto by any deed or deeds, writing or writings, under the hands and seals of them the said *Edward Ellis* and *Catherine* his wife, to revoke and make void all and every the use and uses, estate and estates, trust and trusts therein before mentioned, expressed or declared concerning the same premisses respectively, every or any part thereof, and to limit, declare, or appoint such new or other use or uses, estate or estates, or trust

with power of
revocation re-
cited.

or trusts thereof, or of any part thereof, as should be thought requisite; and it is thereby declared and agreed by and between all the said parties thereto, that all and every the monies arising by such sale and sales as aforesaid, should be paid to and received by the said *Thomas Wills* and *Edward Gibb*, deceased, or such other person or persons, as they the said *Edward Ellis* and *Catherine* his wife, should nominate and appoint to receive the same, and to be new trustees thereof, and of the lands therewith to be purchased, in trust, to be by the person or persons so receiving the same forthwith, or as soon as conveniently might be, by the direction and with the consent and approbation of the said *Edward Ellis*, and *Catherine* his wife, laid out and invested in the purchase of other messuages, lands, tenements, and hereditaments in fee-simple, or for a long term of years, or for lives renewable, in some part of *England*, to be thereupon conveyed, settled and assured, to and for the same uses, intents, and purposes as are therein before limited, expressed, and declared, of and concerning the therein before granted and released premisses, or as near thereto as the nature of the estate would admit, and in the mean time to be placed out on government, parliamentary, or other good real securities, at interest. *And whereas* the said *John Way* hath contracted and agreed with the said *Edward Ellis*,

Ellis and Catherine his wife, for the absolute purchase of the freehold, fee-simple, and inheritance in possession, of the manor, messuages, lands, tenements, hereditaments, and premisses herein after mentioned, to be hereby granted and released, for the price or sum of ten thousand pounds, whereof the sum of four thousand pounds, is to be paid to the said *Thomas Wills* and *Edward Gibb*, being trustees nominated and appointed by the said *Edward Ellis* and *Catherine* his wife, to receive the said sum of ten thousand pounds, upon the trusts and for the intents and purposes, in and by the said recited indenture of lease and release, mentioned and declared, of and concerning the money to arise by sale of the said premisses, and the sum of six thousand pounds, the remainder of the said sum of ten thousand pounds and the interest thereof, is to be secured by a mortgage of the said hereditaments in such manner as is hereinafter mentioned: Now THIS INDENTURE WITNESSETH, that for and in consideration of the sum of four thousand pounds of lawful money of *Great Britain*, to the said *Thomas Wills* and *Edward Gibb* party hereto, in hand well and truly paid by the said *John Way*, at and before the sealing and delivery of these presents, at the nomination and request, and by the direction and appointment of the said *Edward Ellis* and *Catherine* his wife (testified by their severally being parties to,

A party hereto has agreed for the purchase of the estate for 10,000 l. 6000 l. whereof to be secured by mortgage.

The consideration.

to, and sealing and delivering of these presents) the receipt and payment of which said sum of four thousand pounds, they the said *Thomas Wills* and *Edward Gibb*, party hereto, *Edward Ellis* and *Catherine* his wife, do hereby severally and respectively acknowledge, and thereof and of and from the same, and every part thereof, do, and each and every of them doth acquit, release, and discharge the said *John Way*, his heirs, executors, and administrators, and every of them for ever, by these presents; and in consideration of six thousand pounds, the remainder of the said sum of ten thousand pounds, secured to be paid in such manner, and with such interest for the same, as are hereinafter mentioned, and which said sums of four thousand pounds, and six thousand pounds, amount to the said sum of ten thousand pounds, and the said *Edward Ellis* and *Catherine* his wife do hereby acknowledge the same to be the full consideration for the absolute purchase of the hereditaments hereinafter mentioned and hereby granted, limited appointed and released. They the said *Edward Ellis* and *Catherine* his wife, by virtue and force of the said recited provisoe and the liberty, power, and authority, thereby given, saved, and reserved to them, and of all and every other power and powers, authority and authorities to them belonging, in them vested or enabling them in this behalf, and in exercise and
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execution thereof. *Have revoked* determined and made void and by this present deed or writing under their hands and seals, *do*, with the consent and approbation of the said *Thomas Wills*, testified by this writing under his hand and seal, *absolutely revoke*, annul, determine, and make void, all and every the use and uses, estate and estates, trust and trusts in and by the said in part recited indenture of release mentioned, expressed, or declared, of and concerning the said manor, messuages, lands, tenements, hereditaments, and premisses hereinafter by these presents granted, released, limited, and appointed, and every of them, with their and every of their appurtenances, and every part thereof.

The revocation.

AND THIS INDENTURE FURTHER WITNESSETH, That for and in consideration of the said sum of four thousand pounds so paid by the said *John Way* at the nomination and by the direction and appointment of the said *Edward Ellis* and *Catherine* his wife, to the said *Thomas Wills* and *Edward Gibb* party hereto, and of the said sum of six thousand pounds secured to be paid as hereinbefore and hereinafter is mentioned, and in consideration of the sum of ten shillings of like money to the said *Edward Ellis*, *Catherine* his wife, and *Thomas Wills* in hand paid by the said *Edward Gibb* party hereto, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged. They the said *Edward Ellis* and *Catherine* his wife

The appointment.

wife by force and virtue of the same provisoe and the further liberty, power, and authority therein and thereby to them given, saved, and reserved, and of all and every other power and powers, authority and authorities to them belonging, in them vested or enabling them in this behalf and in exercise and execution thereof, *have limited*, declared, and appointed, and by this deed or writing under their hands and seals, and with the consent and approbation of the said *Thomas Wills* testified as aforesaid, *Do limit*, declare, and appoint; and the said *Thomas Wills* at the nomination and request, and by the direction and appointment of the said *Edward Ellis* and *Catherine* his wife (testified as aforesaid) hath bargained, sold, aliened, released, and confirmed, and the said *Edward Ellis* and *Catherine* his wife, have and each of them hath granted, bargained, sold, aliened, released and confirmed, and by these presents the said *Thomas Wills* doth bargain, sell, alien, release, and confirm, and the said *Edward Ellis* and *Catherine* his wife, do, and each of them doth grant, bargain, sell, alien, release, ratify, and confirm unto the said *Edward Gibb* party hereto (in his actual possession, now being by virtue of a bargain and sale to him thereof made by the said *Thomas Wills*, *Edward Ellis* and *Catherine* his wife, in consideration of five shillings by indenture bearing date the day next before the day of the date of these presents for
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The release.

one whole year, commencing from the day next before the day of the date of the same indenture of bargain and sale, and by force of the statute for transferring uses into possession,) and to his heirs. ALL that the manor of *Holt* with the rights, members, and appurtenances thereof, in the parishes or lordships of *Storrin*, *Pulbor*, *Holt*, *Hitching*, *Slind*, *Billin*, *Cbilt*, *Wick*, and *Gret*, in the county of *S* — or in some or one of them, and also all that capital messuage or mansion-house called or known by the name of *Hur Place* in *Storrin* aforesaid, together with the barns, stables, pidgeon-house, out-houses, orchards, gardens, lands, and appurtenances thereto belonging, called the *Place Farm*, and also all those several parcels of land called *Hams*, and the pond field, and freehold field, and all that brook at the pond head called *Ham Pond Head*, containing one acre, and all that piece of ground containing half an acre at *Ham*, formerly purchased of *William Wheel*, and a certain parcel of land lying between *Hur Place* and *Hur-street*, all which said lands and premisses are situate, lying and being in *Storrin* aforesaid, and contain together by estimation one hundred and fifteen acres or thereabouts, and formerly were in the tenure or occupation of *Edward Tyle*, his assignee or assignees, undertenant or undertenants, together with the malthouse belonging to the said farm, formerly let to *Joseph*

The parcels to be carefully examined.

M. D.

seph

Jeph Ham, his assignee or assignees, undertenant or undertenants, and all that and those the barn, yard, stable, farm, and lands, situate, lying and being at *Ham* in the said parish of *Storrin* containing by estimation fifty-five acres, more or less, formerly in the occupation of *John Owt*, and afterwards of the said *Edward Tyle* his assignee or assignees, undertenant or undertenants, and also all that and those the messuage or tenement, farm, and lands, in or near *Hur-street*, in the said parish of *Storrin*, together with the barns, stable, yard, garden, backside, and certain pieces or parcels of land, arable, meadow, and pasture, thereunto belonging or appertaining, or therewith used, occupied, or enjoyed, containing by estimation one hundred acres be the same more or less, situate, lying and being in *Storrin* aforesaid, and formerly in the occupation of *William Bak*, his assignee or assignees, undertenant or undertenants, and all that water, corn mill called *Hur Mill*, and a messuage in *Hur-street*, and the barns, stables, out houses, yard, garden, and orchard, and four several pieces of land, arable, meadow, and pasture thereunto belonging, commonly called or known by the name of the *Mill Farm* formerly in the tenure or occupation of *Thomas Cock*, his assignee or assignees, undertenant or undertenants, situate, lying and being in *Storrin* aforesaid; and all that and those the messuage or tenement,

ment, barns, stables, buildings, yards, gardens, orchards, farms, and lands with the appurtenances, commonly called *Moor Farm*, situate, lying, and being at the stream near *Hur Warren* in the said parish of *Storrin*, and formerly in the occupation of *Abrabam Grove*, his assignee or assignees, undertenant or undertenants, containing by estimation thirty-five acres be the same more or less; and also all that piece or parcel of warren or warren ground situate, lying, and being, near *Hur Place* in *Storrin* aforesaid, commonly called or known by the name of *Hur Warren*, with the warren house, and fish-pond thereto belonging, containing by estimation four hundred and thirty-two acres, be the same more or less, and formerly in the occupation of the said *Abrabam Grove*, and *William Wheel*, or one of them, or one of their assignee or assignees, undertenant or undertenants; and also all those several pieces or parcels of land, situate, lying and being in *Storrin* aforesaid, with the appurtenances, and called or known by the several names of *Strat Mead* and the *Clays* containing by estimation seven acres, be the same more or less, and formerly in the tenure or occupation of *Edward Sun*, his assignee or assignees, undertenant or undertenants; and also all that and those the messuage or tenement, barn, stable, malt-house, buildings, farm and lands thereunto belonging, containing in the whole by
esti-

estimation sixty-five acres, lying and being in the parish of *Ash*, in the said county of *S* — and formerly in the tenure or occupation of *Abraham Ford* his assignee or assignees, undertenant or undertenants; and also all that and those the messuage, farm and lands, with the appurtenances, situate, lying and being in the parish of *Pulbor* in the said county of *S* — called or known by the name of *Broom Hill*, containing by estimation ninety-five acres, more or less, and formerly in the tenure or occupation of *John Hitch*, and the three acres of meadow lying in *Pulbor Mead* in *Pulbor* aforesaid, and the first cut or crop of half an acre of meadow land yearly, happening and arising out of a certain mead in *Pulbor* aforesaid, called *Wick Mead*, and formerly in the tenure and occupation of the said *John Hitch*, his assignee or assignees, undertenant or undertenants; and all those several parcels of land lying and being at *Borne* in the parish of *Pulbor* aforesaid, formerly part of *Broom Hill* farm aforesaid, and containing by estimation thirty acres formerly in the occupation of *Edmund Sim* and *John Hitch*, or one of them, their or one of their undertenant or undertenants, assignee or assignees; and also all that and those the messuage, farm, and lands, with their appurtenances in *Pulbor* aforesaid, called or known by the name of *Messeys* otherwise *Horsebridge*, containing together, by estimation thirty-six
acres

acres, be the same more or less, formerly in the tenure or occupation of *John Clent*, his assignee or assigns, undertenant or undertenants; and all that and those the messuage, tenement, farm, and lands, situate, lying and being in *Pulbor* aforesaid, commonly called or known by the name of *Lime Garden* and *West Lands*, containing together, by estimation, forty acres, be the same more or less, formerly in the tenure or occupation of *James Parks*, his assignee or assigns, under-tenant or under-tenants, and also all that and those the barn, farm, and lands, situate, lying, and being, in *Pulbor* aforesaid, containing by estimation, thirteen acres, be the same more or less, and called or known by the name of *Little Beeds*, formerly in the tenor or occupation of the said *James Parks*, his assignee or assigns, under-tenant or undertenants; and also all those pieces or parcels of land, arable, meadow, and pasture, situate, lying, and being in *Pulbor* aforesaid, commonly called or known by the name of *Palm Land*, and containing by estimation, eighteen acres, be the same more or less, formerly in the tenor or occupation of *Edmund Sims*, his assignee or assigns, under-tenant or under-tenants, which said manor, messuages, lands, tenements, hereditaments, and premisses, are now in the several tenures or occupations of the said *Edward Ellis* and *Catherine* his wife, *John Sykes*, *Edward Cate*, *Harry Bak*, *John Luke*, *William Hailes*,

General words

Edward Syms, Hugh Clent, Simon Birch, and Thomas Skin, some or one of them, their, some or one of their assigns or under-tenants, together with all houses, out-houses, edifices, buildings, barns, stables, yards, backslides, gardens, orchards, tofts, crofts, waifs, estrays, goods and chattels of felons, felons of themselves, fugitives, and persons outlawed, dedands, heriots, reliefs, amerciaments, fines, services, rents, lands, tenements, meadows, pastures, feedings, commons, common of pasture, trees, woods, or underwoods, and the ground and soil thereof, hedges, ditches, mounds, fences, ways, passages, waters, water-courses, fishings, wastes, waste grounds, courts, courts leet, courts baron, perquisites and profits of courts, view of frankpledge, and all that to view of frankpledge doth belong, services, jurisdictions, privileges, rights, royalties, franchises, profits, commodities, advantages, emoluments, hereditaments, and appurtenances whatsoever, to the said manor, messuages, lands, tenements, hereditaments, and premisses hereby granted and released, or intended so to be, or any of them, or any part or parcel of them, or any of them, belonging or in anywise appertaining, or with them or any of them, held, used, occupied, or enjoyed, or accepted, reputed, deemed, taken, or known, as part, parcel, or member of them or any of them; and all other the messuages, lands, tenements, and hereditaments,

ments, of them the said *Edward Ellis* and *Catherine* his wife, and each of them, or whereof, or wherein they or either of them, or any person or persons, in trust for them, or either of them, is or are seised of any estate of freehold or inheritance, in possession, reversion, remainder, or expectancy, situate, lying, and being in the parishes or lordships of *Storrin, Pulbor, Holt, Hitching, Slind, Billing, Cbilt, Wick, Gret*, and *Ash*, in the county of *S*——, or any or either of them: and the reversion and reversions, remainder and remainders, yearly, and other rents, issues, and profits thereof, and of every part and parcel thereof; and all the estate, right, title, interest, use, trust, property, claim, and demand whatsoever, both at law and in equity, and in possession, reversion, remainder, expectancy or otherwise howsoever, of them the said *Thomas Wills, Edward Ellis*, and *Catherine* his wife, and of each and every or any of them, of, in, to, or out of the same premisses, and every part and parcel thereof, together with all deeds, evidences, and writings which concern the same premisses only, and true copies of all other deeds, evidences, and writings, which concern the same premisses, or any part thereof, jointly with any other lands, tenements, and hereditament of greater value than the premisses hereby released, now in the custody or power of them

the said *Thomas Wills*, *Edward Ellis*, and *Catherine* his wife, or any of them, or which they, any or either of them can come by, without suit at law, or in equity, the present and all future copies thereof to be made at the costs and charges of the said *John Way* his heirs or assigns; TO HAVE AND TO HOLD the said manor, messuages, lands, tenements, hereditaments, and all and singular other the premisses hereby granted and released, or intended so to be, with their and every of their appurtenances, unto the said *Edward Gibb*, party hereto, and his heirs, to the following uses, that is to say, to the use of the said *Thomas Wills* and *Edward Gibb*, party hereto, their executors, administrators, and assigns, for and during, and unto the full end and term of five hundred years, to commence and be computed from the day next before the day of the date of these presents, and from thenceforth next ensuing, and fully to be compleat and ended, without impeachment of, or for any manner of waste; and from and immediately after the end, expiration, or sooner determination of the said term of five hundred years, and subject thereto, in the mean time, to the use and behoof of the said *John Way*, his heirs and assigns for ever, subject nevertheless to a yearly quit-rent of three pounds, issuing and payable out of the said premisses, some or one of them, and

Habendum,

to trustees for
500 years,

Remainder to
the purchaser
in fee.

and also a perpetual yearly rent-charge or sum of twenty pounds, issuing out the said premisses, or some or one of them, and payable to *Mathew Mordaunt*, his heirs and assigns for ever: AND the said *Thomas Wills*, for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree, to and with the said *John Way*, his heirs and assigns, that he the said *Thomas Wills*, hath not at any time heretofore made, done, committed, or executed, or wittingly or willingly suffered any act, deed, matter, or thing whatsoever, whereby or by means whereof the said manor, messuages, lands, tenements, hereditaments, and premisses hereinbefore mentioned, to be hereby declared, limited, appointed, granted, and released, or any part thereof, are, is, shall or may be any ways impeached, charged, affected, or incumbered, in title, charge, estate, or otherwise howsoever; PROVIDED ALWAYS *and these presents are upon this express condition nevertheless* that if the said *John Way*, his heirs, executors, or administrators, shall and do well and truly pay, or cause to be paid, unto the said *Thomas Wills* and *Edward Gibb*, their executors, administrators, or assigns, at or in the common dining hall of *Lincoln's Inn*, in the county of *Middlesex*, the full and just sum of six thousand pounds of lawful money of *Great Britain*, together with interest for the same, at the rate of four pounds for one hundred pounds,

The trustee under the settlement has done no act to incumber.

Proviso that upon the purchase for paying the 6000 l. the trustees shall assign the term hereby created.

for a year, on the 12th day of *April* next ensuing the date hereof, upon such trusts nevertheless, and to and for such uses, intents, and purposes, as in, and by the said herein before recited indenture of release, bearing date the 21st day of *September* 17—, are limited, expressed, and declared, of and concerning the money to arise by the sale of the aforesaid manor, messuages, lands, tenements, hereditaments, and premisses, without making any deduction, defalcation, or abatement thereout or out of any part thereof, for or in respect of any taxes, charges, assessments, payments, or other matter or thing whatsoever, taxed, charged, or imposed, or to be taxed, charged, or imposed upon the said premisses, or any part thereof, or upon the said sum of six thousand pounds, or the interest of the same, or any part thereof respectively, the said *Thomas Wills* and *Edward Gibb*, party hereto, their executors, administrators, or assigns, for or in respect of the same, by authority of parliament, or otherwise howsoever, then and in such case, and immediately afterwards the said *Thomas Wills* and *Edward Gibb*, party hereto, their executors, administrators, or assigns, shall and will at the request, costs, and charges, of the said *John Way*, his heirs or assigns, by good and sufficient assurances in the law, bargain, sell, and assign, or surrender and yield up unto the said *John Way*, his heirs or assigns, or to such other person

son or persons as he or they shall nominate or appoint, the said manor, hereditaments, and premisses, with their appurtenances, for all the residue and remainder of the said term of five hundred years, which shall be therein then to come and unexpired, free from all incumbrances, made, done, or committed by them the said *Thomas Wills* and *Edward Gibb*, party hereto, their executors, administrators, and assigns; AND the said *John Way*, for himself, his heirs, executors, and administrators, doth hereby covenant, promise, grant, and agree, to and with the said *Thomas Wills* and *Edward Gibb*, party hereto, their executors, administrators, and assigns, in manner following (that is to say) that he the said *John Way*, his heirs, executors, or administrators, shall and will well and truly pay or cause to be paid unto the said *Thomas Wills* and *Edward Gibb*, party hereto, their executors, administrators, or assigns, the said sum of six thousand pounds, with interest for the same, after the rate aforesaid, at the time and place hereinbefore mentioned and appointed for payment thereof, and without making any deduction or abatement out of the same, or any part thereof as aforesaid; And also that if default shall be made in payment of the said sum of six thousand pounds, and interest, or any part thereof, at the time and place hereinbefore limited and appointed for payment thereof, then and from thence-

The purchaser covenants to pay.

Power of entry in case of non-payment.

forth it shall and may be lawful to and for the said *Thomas Wills* and *Edward Gibb*, party thereto, their executors, administrators, and assigns, to enter into and upon the said manor, messuages, lands, tenements, hereditaments, and premisses hereby granted, released, limited, declared, and appointed, or intended so to be, and every or any part or parcel thereof, and to have, hold, possess, and enjoy the same, and receive and take the rents and profits thereof, and of every part thereof to and for the use and behoof of them the said *Thomas Wills* and *Edward Gibb*, party hereto, their executors, administrators, and assigns, nevertheless, upon the trusts aforesaid, for and during all the residue and remainder which shall be then to come and unexpired, of the said term of five hundred years therein, without any lawful let, suit, interruption, disturbance, claim or demand whatsoever, of, from, or by the said *John Way*, his heirs or assigns, or any other person or persons claiming or to claim, by, from, or under him; *And that* free and clear, and freely and clearly acquitted, exonerated, and discharged, or otherwise, by the said *John Way*, his heirs, executors, or administrators, well and sufficiently saved, kept harmless, and indemnified, of, from and against all and all manner of former and other gifts, grants, bargains, sales, leases, mortgages, jointures, dowers, right, and title of dower, uses, trusts, wills, intails, statutes, recognizances, judgments, extents,

extents, executions, titles, troubles, debts, charges, and incumbrances whatsoever; *And also* that if default shall be made in payment of the said sum of six thousand pounds, and interest thereof, or any part of the same, in manner aforesaid, then he the said *John Way*, and his heirs, and all and every other person or persons having or lawfully claiming, or who shall or may have or lawfully claim any estate, right, title, trust, or interest, of, in, to or out of the said hereby demised premisses, or any part thereof, by, from, under or in trust for him the said *John Way*, shall and will from time to time, and at all times, from thenceforth at the request of the said *Thomas Wills* and *Edward Gibb*, party hereto, their executors, administrators, and assigns, but at the costs and charges of the said *John Way*, his heirs, or assigns, make, do, seal, deliver, acknowledge, levy, suffer, and execute, or cause, and procure to be made, done, sealed, delivered, acknowledged, levied, suffered, and executed all and every such further and other act and acts, deed and deeds, conveyances and assurances in the law whatsoever, for the further, better, more perfect, and absolute confirming the said manor, messuages, lands, tenements, hereditaments, and premises, with their appurtenances, unto the said *Thomas Wills* and *Edward Gibb*, party hereto, their executors, administrators, and assigns, for and during all the residue
and

The purchaser
may enjoy un-
til default is
made in pay-
ment.

and remainder which shall be then to come and unexpired of the said term of five hundred years therein, without impeachment of waste, upon the trusts aforesaid, freed and discharged, of and from all equity of redemption whatsoever, as by them the said *Thomas Wills* and *Edward Gibb*, party hereto, their executors, administrators, or assigns, or their or either of their counsel learned in the law shall be reasonably advised, devised, and required, *Provided always* that until default shall be made, of or in payment of the said sum of six thousand pounds, and interest, or some part thereof, in breach of the proviso and covenant hereinbefore in that behalf contained, it shall and may be lawful to and for the said *John Way*, his heirs and assigns, peaceably and quietly to have, hold, and enjoy the said manor, messuages, lands, tenements, hereditaments, and premises hereby granted, released, limited, and appointed, or intended so to be, with their and every of their appurtenances, and to receive and take the rents, issues, and profits thereof, and of every part thereof, to and for his and their own use and benefit, without any lawful let, interruption, disturbance, claim, or demand whatsoever, of, from, or by the said *Thomas Wills* and *Edward Gibb*, party hereto, their executors, administrators, or assigns, or any person or persons lawfully claiming or to claim, by, from or under them, or any of them. AND the said *Edward Ellis*, for himself,
his

his heirs, executors, and administrators, doth hereby covenant, promise, and agree, to and with the said *John Way*, his heirs and assigns, in manner following, that is to say, that for and notwithstanding any act, deed, matter, or thing whatsoever, by them the said *Edward Ellis* and *Catherine* his wife, *Thomas Wills* and *Edward Gibb*, deceased, or by *Edward Ston*, deceased, late father of the said *Catherine Ellis*, any or either of them, or any person or persons claiming under them, either or any of them, had, made, done, committed, executed, or suffered to the contrary,) they the said *Thomas Wills*, *Edward Ellis* and *Catherine* his wife, are and stand, or some or one of them is and standeth at the time of the sealing and delivery of these presents, lawfully and absolutely seised of the said manor, messuages, lands, tenements, hereditaments, and premisses hereby granted and released, or intended so to be, with their and every of their appurtenances, without any manner of condition, trust, proviso, power of revocation, limitation of use or uses, or other restraint, matter, or thing whatsoever, to alter, charge, defeat, determine, revoke, or make void the same estate, except as hereinbefore is mentioned; And also that for and notwithstanding any such act, deed, matter, or thing as aforesaid, they the said *Thomas Wills*, *Edward Ellis* and *Catherine* his wife, or some or one of them, have or hath at the time of the sealing and delivery of these

Covenant that the parties are seised,

have right to appoint and release,

The premisses
shall remain
to the uses here-
by declared.

these presents, good right, full power, and lawful, and absolute authority to limit, appoint, grant, release, and convey the aforesaid premisses, with their and every of their appurtenances, unto the said *Edward Gibb*, party hereto, and his heirs, to the uses, and for the intents and purposes herein before mentioned and declared, of and concerning the same, *And further* that the said manor, messuages, lands, tenements, hereditaments, and premisses hereby declared, limited, appointed, granted, and released, or intended so to be, and every part or parcel thereof, with their and every of their appurtenances, shall from henceforth be, remain, and continue to the uses hereinbefore mentioned and declared, of and concerning the same, without the lawful let, suit, trouble, interruption, claim, or demand, of, or by the said *Thomas Wills*, *Edward Ellis* and *Catherine* his wife, or any of them, their or any of their heirs or assigns, or any other person or persons lawfully claiming or to claim, by, from, under, or in trust for them, any, or either of them, or by, from, under, or in trust for the said *Edward Gibb*, deceased, *Edward Ston*, or either of them, and that free and clear, and freely, and clearly, and absolutely acquitted, freed, and discharged, or otherwise, by the said *Edward Ellis*, his heirs, executors, or administrators, well and sufficiently saved harmless, and kept indemnified, of, from, and
against

against all and all manner of former and other gifts, grants, bargains, sales, leases, mortgages, jointures, dower, title of dower, uses, intails, rents, arrears of rent, taxes, assessments, statutes, recognizances, judgments, extents, executions, and of, from, and against all other estates, titles, troubles, charges, and incumbrances whatsoever, had, made, executed, committed, done, or suffered by them the said *Thomas Wills*, *Edward Ellis*, and *Catherine* his wife, or any of them, or by the said *Edward Gibb*, deceased, and *Edward Ston*, or either of them, or by any person or persons claiming under them or any them (other than and except a yearly quit rent of three pounds issuing and payable out of the said premises, or some of them, and also a perpetual yearly rent-charge or sum of twenty pounds, issuing out of the said premises, or some of them, and payable to the said *Matthew Mordaunt* his heirs and assigns for ever; And moreover that they the said *Thomas Wills*, *Edward Ellis*, and *Catherine* his wife, and each and every of them, their and each and every of their heirs, and all and every other person or persons having or lawfully claiming, or to claim any estate, right, title, trust, or interest, of, in, to or out of the said premises hereby granted and released, or any part thereof, by, from, under, or in trust for them, any or either of them, or by, from, or under the said *Edward Gibb* and *Edward Ston*,

Covenant for
further assurances.

Ston, or either of them (except only the several tenants of the said premisses, in respect of their said leases, and the persons to whom the said quit rent of three pounds a year, and the said rent-charge of twenty pounds, are and shall be payable, and their heirs, in respect thereof only,) shall and will from time to time, and at all times hereafter, at the request, costs, and charges in the law of the said *John Way*, his heirs or assigns, make, do, acknowledge, levy, suffer, and execute, or cause and procure to be made, done, acknowledged, levied, suffered, and executed, all and every such further and other lawful and reasonable act and acts, deed and deeds, conveyances and assurances in the law whatsoever, be the same by fine or fines, or other matter of record, or otherwise, for the further, better, more perfect, and absolute granting, conveying, and assuring the said manor, messuages, lands, tenements, hereditaments, and premisses herein before mentioned, and hereby limited, appointed, granted, and released, or intended so to be, with their and every of their appurtenances, to the uses, and for the intents and purposes hereinbefore mentioned and declared, of and concerning the same, as by the said *John Way*, his heirs or assigns, or his or their counsel learned in the law shall be reasonably devised, or advised, and required, so as such further assurances, or any of them, do not contain
or

or imply any further or other covenant or warranty than against the respective acts of the party or parties required to make and execute the same, and his, her, or their heirs, and so as the person or persons required to make and execute such further assurance or assurances be not compelled or compellable to travel or go from his, her, or their habitation or place of abode, for the doing thereof. IN WITNESS, &c.

I approve of this draught on behalf of Mr.
Way,

M. DUANE.

*A Deed of Revocation of the Uses in a Marriage Settlement and Appointment of other Uses.—
Settled by Mr. RIVET.*

No. II.

THIS INDENTURE, &c. between *John Cox* of, &c. of the one part, and *George Wilks* late of, &c. but now of, &c. and *John Wilks* of, &c. of the other part, *Whereas* by indenture bearing date the 22d day of *April 17—*, made between the several parties to these presents, (reciting that the said *John Cox*, had issue then living by *Elizabeth* his late wife, who was sister of the said *George Wilks*, and *John Wilks* two sons and one daughter, that is to say, *John Cox*, *James Cox*, and *Elizabeth Cox*, and intended to make a provision for his youngest son the said *James Cox*, and *Elizabeth* his daughter.) He the said *John Cox*, did covenant and agree, that he would within one month then next ensuing, cause or procure

A settlement after marriage recited whereby the husband agreed to transfer stock to trustees, for the benefit of younger children.

cure two thousand pounds New *South-sea* Stock, to be transferred to the said *George Wilks* and *John Wilks*; and it was thereby declared by the said parties, that the said *George Wilks* and *John Wilks*, should stand possessed of the same stock, in trust, to permit the said *John Cox*, to receive the interest thereof, during his life, and after his decease to pay and dispose of the said stock, in such proportions between his said two younger children as the said *John Cox*, should (with the consent and approbation of the said *George Wilks* and *John Wilks*,) by any deed by him sealed in the presence of two or more credible witnesses direct and appoint, and for want of appointment the said stock to be equally divided between the said two younger children, in which said recited indenture are contained several powers, provisoes and agreements, and particularly it is thereby provided that it should be lawful for the said *John Cox*, by and with such consent as aforesaid, at any time hereafter, by any deed or writing to be by him executed and attested as aforesaid, to revoke and make void all and every of the trusts therein before declared, of and concerning the said stock, and by the same or any other deed or writing to be executed and attested, (with such consent as aforesaid,) to declare any new or other trusts of or concerning the same stock, as by the said recited indenture more fully appears; *And whereas* in pursuance of his said covenant the said *John Cox*, did cause the sum
of

A power of
revocation.

of two thousand pounds *New South-sea Stock*, to be transferred to, and vested in, the said *George Wilks* and *John Wilks*, upon the trusts aforesaid, but being now desirous to revoke all the trusts concerning the said stock, and to make other provision for his said two younger children; the said *John Cox* hath this day become bound by one obligation, bearing even date herewith, unto the said *George Wilks* and *John Wilks*, for the payment of the sum of two thousand pounds, upon the trusts hereinafter declared. Now THIS INDENTURE WITNESSETH, that the said *John Cox*, doth by these presents, by and with the consent and approbation of the said *George Wilks* and *John Wilks*, (testified by their sealing and delivery hereof,) revoke, declare, and make void all and every the trusts and agreements in and by the said recited indenture, contained, limited, declared and expressed of and concerning the said stock, and the said *John Cox* doth hereby also (with the like consent of the said *George Wilks* and *John Wilks* testified as aforesaid,) declare direct and appoint that the said *George Wilks* and *John Wilks*, shall from henceforth stand remain and be possessed of the said stock so transferred to and vested in them as aforesaid, and of all other stocks and securities had or taken in lieu thereof, in trust for the only proper use and benefit of the said *John Cox* party hereto, his executors, administrators, and assigns, and to

The stock transferred but the husband now desires to revoke the settlement, and has entered into a bond to the trustees for payment of 2000l.

The revocation

and appointment.

A declaration
from the
trustees as to
the bond.

be assigned and disposed of to them, or as they shall direct. *And it is hereby also declared* and agreed by and between all the said parties to these presents, that the said *George Wilks* and *John Wilks*, their executors and administrators, shall stand and be possessed of the said bond so entred into by the said *John Cox* as aforesaid, and of all monies to become due, and to be received or obtained by virtue thereof; upon the same trusts and subject to the same powers and agreements as were mentioned declared or expressed in and by the said recited indenture of the 22d day of *April 17—*, concerning the said stock so agreed to be to them transferred, except only the proviso or power herein before recited, for the said *John Cox*, to revoke or alter the said trust, and declare any new or other trusts thereof. IN WITNESS, &c.

Settlements.

No. I.

A Settlement before Marriage of the Wife's Real and Personal Estates.

THIS INDENTURE QUADRIPARTITE made the 25th day of *August*, in the fourth year of our sovereign lord *George* the third, by the grace of God of *Great Britain, France, and Ireland*, king defender of the faith, and so forth, and in the year of our Lord 17—, between

The parties.

between *Nathaniel Nichols*, of ——— *Park*, in the county of *Suffex*, esquire, of the first part; *Henrietta Merit*, of *Chelsea*, in the county of *Middlesex*, spinster, of the second part; *Sir Francis Fish*, of *Stoke Newington*, in the county of *Surrey*, baronet, and *John Fish*, of *Beach*, in the same county esquire, of the third part; and *Tomkins Dew*, of *Lincoln's-Inn*, in the county of *Middlesex*, esquire; and *Matthew Duane*, of *Bedford-Row*, in the said county of *Middlesex*, esquire, of the fourth part: Whereas a marriage is agreed upon and intended to be shortly had and solemnized between the said *Nathaniel Nichols*, and *Henrietta Merit*, and upon the treaty of the said marriage it was agreed by and between the said *Nathaniel Nichols*, and *Henrietta Merit*, that all the real and personal estates, of or belonging to the said *Henrietta Merit*, should be conveyed, assigned settled and assured, to the uses, upon the trusts, for the intents and purposes, and by, with, under and subject to the powers, provisoes, declarations, and agreement, herein after admitted, expressed and declared, of and concerning the same respectively. Now THIS INDENTURE WITNESSETH, that in pursuance and part performance of the said agreement, and for and in consideration of the said intended marriage, and for conveying settling and assuring the hereditaments hereinafter mentioned, to be hereby granted and released, or intended so to be,

The intended marriage recited.

In consideration of the marriage.

with the appurtenances thereto belonging; to the uses, upon the trusts, for the intents and purposes, and by, with, under, and subject to the powers, provisoes, and agreements hereinafter limited, expressed and declared, of and concerning the same; and in consideration of the sum of ten shillings of lawful money of *Great Britain*, to the said *Henrietta Merit*, in hand paid by the said *Sir Francis Fish*, and *John Fish*, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and for divers other good causes and valuable considerations the said *Henrietta Merit* hereunto moving, she the said *Henrietta Merit*, by and with the privity and consent of the said *Nathaniel Nichols*, (testified by his being a party to, and his sealing and delivering these presents) hath granted, bargained, sold, aliened, released, and confirmed, and by these presents doth grant, bargain, sell, alien, release, and confirm unto the said *Sir Francis Fish* and *John Fish*, (in their actual possession, now being by virtue of a bargain and sale to them thereof made by the said *Henrietta Merit*, in consideration of five shillings by indenture bearing date the day next before the day of the date of these presents, for the term of one whole year, commencing from the day next before the day of the date of the said indenture of bargain and sale, and by force of the statute made for transferring uses into possession,) and to their heirs, all that moiety or half

The wife with
privity, &c.
grants releases,

Bargain for a
year mentioned.

half part, the whole into two equal parts to be divided, of her the said *Henrietta Merit*, of and in all that messuage or tenement, with the yards, coach house, stable, and sheds thereunto belonging, or in any wise appertaining, as the same were heretofore, in the tenure and occupation of Mr. *Richard Hoskins*, timber merchant, and containing in length from East to West fronting the river *Thames* South, sixty-eight feet and six inches of assize, little more or less, abutting on a timber-yard, and other tenements and wharf fronting the said river, now or heretofore in the tenure or occupation of the citizens of *London*, and then turns North, abutting West, on *D.* ——— one hundred and eight feet of assize or thereabouts, little more or less, and then turns East, abutting North twenty-two feet four inches of assize, little more or less, and then turns South, abutting East ten feet four inches, little more or less, and then turns East abutting North nine feet seven inches of assize or thereabouts, and then turns South abutting East eight feet two inches and an half of assize, and then turns South abutting East next *Water-lane*, eighty-four feet eight inches of assize, little more or less, and of and in all such other ground, late belonging to *Ann Merit* widow, mother of the said *Henrietta Merit*, and whereof she died seised, abutting next the said *D.* ——— and laying before all or any part of the said premises which are situate lying and being in the

The parcels.

parish of Saint *Ann*, *Blackfriars*, in the city of *London*, as the same more plainly appears by a draught or scheme with a scale made to the same, and annexed to a certain indenture of lease bearing date on or about the twentieth day of *July*, which was in the year 17—, whereby all and singular the said premises with the appurtenances, were granted to the mayor, commonalty, and citizens of the city of *London*, their successors and assigns, for the term of forty years from *Midsummer* in the year 17—, at the annual rent of two hundred pounds, payable quarterly, tax-free, and renewable for ever, under the like rent and covenants as are in the said lease reserved and contained. AND ALSO, of, and in, all that messuage or tenement, or dwelling-house, situate, standing and being backwards on the East side of *Nicholas Lane*, in the parish of *St. Nicholas*, *London*, with the appurtenances, heretofore in the tenure or occupation of *Peter Poe*, and now and for several years past in the holding of *Andrew Artry*, merchant, his under-tenants or assigns, except a certain room or building covered with lead, now and for several years last past, used as and for a kitchen, to and with the said dwelling-house, and held by lease granted by *Joseph Thompson*, at the annual rent of ten pounds; and also of and in all that other messuage or tenement, with all the rooms and appurtenances thereunto belonging, situate and being in *Nicholas-Lane*

Lane aforesaid, in the said parish of *St. Nicholas* — now and for several years past, also in the tenure or occupation of the said *Andrew Artry*, adjoining to the South side of the gateway of the above mentioned dwelling-house, wherewith the same hath now a communication, and the said last mentioned messuage or tenement, or part thereof, hath for sometime past been converted into a warehouse, by him the said *Andrew Artry*; and also of and in all that other messuage or tenement, situate and standing also on the East side of *Nicholas Lane* aforesaid, in the said parish of *St. Nicholas* — now or late in the tenure or occupation of *John Andrews*, peruke maker, abutting North, on a messuage in the tenure of — and South, on the said gateway; and also of and in all that piece or parcel of ground, and of and in the thirteen several messuages, tenements, or dwelling houses, and all other erections and buildings now or at any time hereafter, to be erected or built thereon, or on any part thereof, situate, standing, and being on the East side of *Coventry Street*, and on the South side of *Windmill Street*, and on the West side of *Shug Lane*, otherwise called *Mary-le-bonne Street*, in the parish of *St. Martin in the Fields*, in the county of *Middlesex*, containing in front to *Coventry Street* aforesaid, eighty-nine feet and six inches of assize or thereabouts, and to *Windmill Street* aforesaid, ninety-eight

feet of assize, little more or less, and then running in a bevel line from *Coventry Street* aforesaid, to *Shug Lane*, otherwise *Marybonne Street* aforesaid, sixty-five feet or thereabouts, heretofore in the tenure or occupation of *John Whett*, his assigns or under-tenants, and now or late of ——— *Finlaw*, ——— *Huntin*, ——— *Winter*, ——— *Whyn*, ——— *Sage*, ——— *Jacks*, ——— *Lewis*, and ——— *Bailey*, their under-tenants or assigns, let at several yearly ground-rents, amounting together to the sum of one hundred and thirty-five pounds; and also of and in all and every rent and rents, sum and sums of money reserved and payable for or in respect of the said last mentioned messuages, or tenements, and premisses, or any part or parts thereof, by virtue of any demise or demises, lease or leases thereof, or of any part or parts thereof; and also of and in all that piece or parcel of ground, and of and in all the messuages, erections, and buildings, now or at any time hereafter, to be thereupon, or upon any part thereof erected or built, situate, standing, and being in S ——— *Street*, in *Westminster*, in the parish of *St. Margaret, Westminster*, in the said county of *Middlesex*, containing in front next the said S ——— *Street*, from North to South seventy feet of assize, or thereabouts, little more or less, and in depth, from East to West, on the North side sixty-five feet of assize, or thereabouts, be the same
more

more or less, having several breaks on that side, and on the South side seventy nine feet of like assize, be the same more or less, and at the West end about ninety-four feet, of like assize, little more or less, abutting East upon the said S—— Street, West on the *Queen's Alms Houses*, then North upon ground or a passage leading to the said *Alms Houses*, and South upon the street called S—— Street, all which said last mentioned premises, now or late were in the several tenures or occupations of *William Jones* and *George Hewitt*; And also of and in all that piece or parcel of ground, situate, lying, and being on the South side of *Ranelagh Prospect*, in the parish of *Chelsea*, in the county of *Middlesex*, containing in breadth, from East to West, as well in the front as in the rear thereof, fifty-three feet ten inches, or thereabouts, and in depth, from North to South on both sides, one hundred and one feet and six inches, or thereabouts, fronting North on *Ranelagh Prospect*, and abutting and adjoining towards the East on other ground late of *Benjamin Bew* and *James Jewin*, towards the South, on ground which was sold and conveyed to *Henry Merit*, esq; and towards the West, to other ground hereinafter next mentioned and described, and of, and in all that piece or parcel of ground, situate, lying, and being on the South side of *Ranelagh Prospect* aforesaid, containing in breadth, from East to West, as well in the front as in the rear,

rear, seventy-eight feet eight inches, or thereabouts, and in depth from North to South, on both sides, one hundred and one feet, and six inches, or thereabouts, fronting North on *Ranelagh Prospect* aforesaid, and abutting and adjoining towards the East on the said piece or parcel of ground first mentioned and described, towards the South on ground sold and conveyed to the said *Henry Merit*, on the West on other ground late of the said *Benjamin Bew*, and *James Jerwin*, and of, and in two new brick messuages or tenements, situate and built upon the said two pieces or parcels of ground, and all other erections and buildings erected and built, or to be erected and built thereupon, or upon any part or parcel thereof, which said last mentioned piece or parcel of ground, messuages, or tenements, and premisses, are now in the several tenures or occupations of *Thomas Trueman*, esq; and Mr. *James Jones*; And also of and in all that piece or parcel of ground on the North-west side of *Ranelagh Prospect*, in the parish of *Chelsea*, in the said county of *Middlesex*, containing in length from East to West, as well in the front as in the rear, one hundred and ninety-one feet of assize, by admeasurement, be the same more or less, and in depth from North to South on both sides thereof, one hundred and thirty-four feet of assize, by admeasurement, little more or less, fronting South-east on *Ranelagh Prospect* aforesaid, and abutting and adjoining
ing

ing towards the South-west, on grounds, late of, or belonging to the said *Benjamin Bew* and *James Jewin*, and towards the North-west, also on other grounds of the said *Benjamin Bew*, and *James Jewin*, heretofore used as a common entrance to the said earl of *Ranelagh*'s dwelling-house, and towards the North-east, on the common way leading from the meadow ground next the river of *Thames* to *Chelsea Road*, and of, and in the messuage or tenement, coach-house and stable, with a hay-loft, and room over them, and of, and in all other erections and buildings erected and built, and to be erected and built upon the said last mentioned piece or parcel of ground, or any part thereof, and of and in all that piece or parcel of ground situate, laying, and being on the South-east side of *Ranelagh Prospect* aforesaid, the upper part walled in as far as the harbour, there containing in breadth from East to West, as well in the front thereof next *Ranelagh Prospect*, as in the rear thereof next the *Creek*, ninety feet of assize, by admeasurement, little more or less, and in depth or length from North to South on the North-west side thereof, four hundred feet of assize, by admeasurement, be the same more or less, and on the North-east side thereof, three hundred and eight feet of assize, by admeasurement, little more or less, fronting North-west on *Ranelagh Prospect* aforesaid, and South-east on the *Creek* there,
and

and abutting and adjoining towards the North-east, in part, on garden ground now or late of *Peter Poe*, esq; now or late in the possession of *Mr. Smith*, and in part on a messuage or tenement, and ground late in the possession of *Mr. William Ellis* hereinafter mentioned, and towards the North and West, in part, on a way and passage of thirteen feet wide, in the clear, leading to the meadow ground hereafter mentioned, and in other part on the said meadow ground, and of and in all that messuage and tenements, and the out-houses and ground thereto belonging, or therewith let, used, and enjoyed, late in the possession of the said *William Ellis*, and now of *William Lock*, his assigns or undertenants, and also of and in all that piece or parcel of meadow ground, situate, lying, and being behind *Ranelagh Prospect* aforesaid on the South-east side there, containing by estimation three acres or thereabouts, be the same more or less, and abutting and adjoining towards the West and North on other ground of the said *Benjamin Bew* and *James Swift*, towards the North-east on the piece or parcel of ground last mentioned and described, and towards the South-east on the said creek; and which several pieces or parcels of ground are more particularly described in the map, plan, or ground plot, drawn, delineated, and described in the schedule to the grant and conveyance thereof, and of and in the use in common

mon of the said way and passage leading to the said meadow ground, and of and in the use in common, also of the stone stairs, and a footway to the stone stairs adjoining to *Chelsea* college summer house next the river of *Thames*, which said last mentioned piece or parcel of ground, messuages, or tenements and premisses now are or late were in the tenure or occupation of the said *Henrietta Merit* and Mrs. *Veal* their undertenants or assigns, and also of and in all other the freehold messuages, lands, tenements, and hereditaments, late of *Ann Merit*, deceased, the mother of the said *Henrietta Merit* situate and being in the said county of *Middlesex*, and in the city of *London* or elsewhere in the kingdom of *Great Britain*; and also of and in all houses, out-houses, edifices, buildings, barns, stables, courts, areas, yards, backslides, gardens, lands, meadows, pastures, trees, woods, underwoods, and the ground and soil thereof, mounds, fences, hedges, ditches, ways, waters, watercourses, lights, easements, liberties, privileges, profits, hereditaments, and appurtenances whatsoever, to the said messuages, lands, tenements, and hereditaments herein before mentioned, or any of them, belonging or in any wise appertaining, or with them, or any of them, held, used, occupied, or enjoyed, or accepted, reputed, deemed, taken, or known as part, parcel, or members of them, or any of them, and all and singular the freehold messuages,

General words,

suages, lands, tenements, and hereditaments and
 all other the purparties, parts, and shares of free-
 hold messuages, lands, tenements, and heredita-
 ments of her the said *Henrietta Merit* or of any
 person or persons, in trust for her, in possession,
 reversion, remainder, or expectancy, situate, ly-
 ing, and being, or arising, happening, growing,
 encreasing, or renewing, or to be had, received,
 taken, or enjoyed, in, within, upon, or out of
 the said several parishes and places aforesaid,
 or any of them, or elsewhere, in the said coun-
 ty of *Middlesex*, and in the city of *London*, or
 in the kingdom of *Great Britain*, and the re-
 version and reversions, remainder and remain-
 ders, yearly and other rents, issues, and pro-
 fits of all and singular the said hereditaments
 and premisses hereby granted, and released, or
 intended so to be, and all the estate, right,
 title, interest, inheritance, reversion, use, trust,
 property, claim, and demand whatsoever, both
 at law and in equity, of her the said *Henrietta*
Merit, of, in, and to the same and every part
 and parcel thereof. TO HAVE AND TO HOLD
 the said moiety or half part, the whole into
 two equal parts to be divided of her the said
Henrietta Merit of and in the said messuages,
 or tenements, lands, hereditaments, and all
 and singular other the premisses hereby granted
 and released, or intended so to be, and every
 part thereof, with the appurtenances, unto the
 said *Sir Francis Fish* and *John Fish*, and their
 heirs, to the uses, upon the trusts, for the in-
 tents

Habendum in
 fee.

Upon trust.

tents and purposes, and by, with, under, and subject to the powers, provisoes, declarations, and agreements hereinafter limited, expressed, and declared of and concerning the same, that is to say, to the use of the said *Henrietta Merit*, her heirs and assigns until the said intended marriage shall be had, and from and immediately after the solemnization thereof, to the use of the said *Tomkins Dew* and *Matthew Duane*, their executors, administrators, and assigns for and during, and unto the full end and term of ninety-nine years, to be computed from the day of the solemnization of the said intended marriage, and from thenceforth next ensuing and fully to be compleat and ended, without impeachment of or for any manner of waste. But nevertheless upon the trusts, and for the intents and purposes hereinafter expressed and declared of and concerning the said term, and from and immediately after the end, expiration, or sooner determination of the said term of ninety-nine years, and subject thereto, and to the trusts thereof, in the mean time, To the use of the said *Nathaniel Nichols* and his assigns for and during the term of his natural life without impeachment of or for any manner of waste, and with such power of leasing as hereinafter is mentioned and contained, and from and immediately after the decease of the said *Nathaniel Nichols* in case the said *Henrietta Merit* shall happen to survive him, to the use of her the said *Henrietta Merit*, and her assigns,

For the wife till marriage, and then to other trustees for a term, sans waste.

Then to the husband for life sans waste.

then to the
wife for life,
sans waste.

Remainder to
the first trustees
to preserve con-
tingent remain-
ders.

And after the
decease of the
husband and
wife to the
children of the
marriage ac-
cording to the
appointment of
husband and
wife, or the
wife alone, in
case she survives.

assigns, for and during the term of her natural life, without impeachment of or for any manner of waste and also with such power of leasing and other powers as hereinafter are mentioned and contained; and from and after the determination of the said several estates, so limited to the said *Nathaniel Nichols* and *Henrietta Merit* respectively, as aforesaid, To the use of the said Sir *Francis Fish* and *John Fish*, and their heirs during the natural lives of the said *Nathaniel Nichols* and *Henrietta Merit* and the life of the longest liver of them, upon trust to preserve the contingent remainders hereinafter limited from being defeated or destroyed, and for that purpose to make entries and bring actions as occasion shall require; but nevertheless to permit the said *Nathaniel Nichols* and his assigns, during his life, and after his decease the said *Henrietta Merit*, and her assigns during her life (if she shall survive the said *Nathaniel Nichols*) to receive and take the rents, issues and profits of all and singular the said hereditaments and premisses hereby granted and released, or intended so to be, and every part and parcel thereof, to and for his her, and their own use respectively, and from and after the several deceases of them the said *Nathaniel Nichols* and *Henrietta Merit*, and the decease of the survivor of them, to the use of all and every the child and children of the body of the said *Henrietta Merit* by the said *Nathaniel Nichols*

Nichols to be begotten, for such estate and estates, in such parts, shares, and proportions, manner and form, and subject to such provisos, conditions, restrictions, and limitations, and with such remainders over as the said *Nathaniel Nichols* and *Henrietta Merit*, at any time or times hereafter, during their joint lives, by any deed or deeds, instrument or instruments, in writing, with or without power of revocation, to be sealed and delivered by them in the presence of, and to be attested by two or more credible witnesses, or as the said *Henrietta Merit* alone, in case she shall survive the said *Nathaniel Nichols*, by any such deed or deeds, instrument or instruments in writing, to be by her sealed and delivered in the presence of, and to be attested by the like number of witnesses, or by her last will and testament in writing, or any writing purporting to be her last will and testament, to be signed and published by her in the presence of, and to be attested by three or more credible witnesses, shall limit, direct or appoint, and in default of any such limitation, direction, or appointment, and in the mean time, and until such direction, limitation, or appointment shall be made, and also subject to any such direction, limitation, or appointment, where the same shall happen not to be a compleat and intire appointment of the whole estate and interest, of and in all and singular the hereditaments and premisses hereby granted and released, or intended so to be, to the

And for want
of appointment
to the children
of the marriage.

use of all and every the child and children of the body of the said *Henrietta Merit* by the said *Natbaniel Nichols* to be begotten, equally to be divided between or among them, if more than one, share and share alike, and they to take as tenants in common, and of the several and respective heirs of the body and bodies of all and every such child and children lawfully issuing, and if there shall be a failure of issue of any such child or children, then as to the part or share, parts or shares of such child or children whose issue shall so fail, to the use of the remaining and other children equally to be divided between or among them, if more than one, share and share alike, and they to take as tenants in common, and to the use of the several and respective heirs of his, her and their body and bodies lawfully issuing, and in case there shall be a failure of issue, of all such children but one, or if there shall be but one such child, then To the use of such remaining or only child, and of the heirs of his or her body lawfully issuing, and for default of such issue, then as to one undivided moiety or half part (the whole into two equal parts to be divided) of and in the said hereditaments and premises hereby granted and released, or intended so to be, and of the appurtenances thereto belonging, To the use of such person and persons, and for such estate and estates, upon such trusts, for such intents and purposes, and subject to such

For want of issue as to one moiety of the premises to be subject to the wife's appointment, and for default thereof to her and her heirs.

such charges, annuities, rent charges, sums of money, powers, provisoes, conditions, and limitations, and with such remainders over, as the said *Henrietta Merit*, whether covert or sole, at any time or times hereafter during her life, by any deed or instrument in writing, with or without power of revocation, to be sealed and delivered by her in the presence of; and to be attested by two or more credible witnesses, or by her last will and testament in writing, or any writing purporting to be her last will and testament, to be signed and published by her in the presence of, and to be attested by three or more credible witnesses, shall notwithstanding her coverture, and as if she were sole and unmarried, limit, direct, or appoint, and in default of such limitation, direction or appointment, and in the mean time, and until such direction, limitation, or appointment shall be made, and also subject to any such limitation, direction, or appointment, where the same shall happen not to be a compleat and entire appointment of the whole estate and interest, of and in all and singular the said premisses hereby released or intended so to be, to the use and behoof of the said *Henrietta Merit* her heirs and assigns for ever. And as to, for, and concerning the other undivided moiety or half part of the said premisses hereby released or intended so to be, and of the appurtenances, from and after the decease of the survivor of them the said *No-*

And as to the
other moiety to
the right heirs
of the husband.

Declaration of
the term.

created for the
purpose of rais-
ing the annual
sum of 1201.

Nathaniel Nichols and *Henrietta Merit*, and from and after failure of such issue as aforesaid, to the use and behoof of the right heirs of the said *Nathaniel Nichols* for ever. *And as to*, for and concerning *the said term of ninety-nine years* hereinbefore limited in use to the said *Tomkins Dew* and *Matthew Duane*, their executors, administrators, and assigns as aforesaid. *It is hereby declared* that the said term is so limited to them upon the trusts, and for the intents and purposes hereinafter mentioned and declared of and concerning the same (that is to say) upon trust, that they the said *Tomkins Dew* and *Matthew Duane*, and the survivor of them, and the executors, administrators, and assigns of such survivor, do and shall yearly and every year during the joint lives of the said *Nathaniel Nichols* and *Henrietta Merit* as well by and out of the rents, issues, and profits of the said hereditaments and premisses, comprized in the said term of ninety-nine years, or by mortgage, sale, or demise thereof, or of any part thereof, for all or any part of the said term; as by, with, and out of the rents, issues, profits, and produce of the leasehold estate hereinafter by these presents assigned, and also by, with, and out of the dividends and interest of the capital sums of five thousand pounds four *per cent.* consolidated bank annuities, and four thousand pounds, three *per cent.* consolidated bank annuities hereinafter mentioned, levy, and raise the annual sum of one hundred and

and twenty pounds of lawful money of *Great Britain*, and do and shall pay, apply, and dispose of the same by half yearly payments, at the two most usual feasts or days of payment in the year, (that is to say) the feasts of the birth of our Lord *Christ*, and the nativity of Saint *John the Baptist* in every year, by even and equal portions, free and clear of and from, and without any deduction or abatement whatsoever, to be made thereout, or out of any part thereof, for or in respect of any taxes, charges, rates, assessments, or impositions, or any cause, matter, or thing whatsoever, to such person and persons only and for such uses, intents and purposes only, as the said *Henrietta Merit*, notwithstanding her coverture, and as if she were sole and unmarried, shall from time to time, by any writing or writings, signed by her with her own hand direct or appoint, and in default of such last mentioned direction or appointment, and in the mean time, and from time to time, until she the said *Henrietta Merit* shall make any such direction or appointment, do and shall pay the said annual sum of one hundred and twenty pounds, or so much thereof, concerning which she shall make no such direction or appointment, into the proper hands of her the said *Henrietta Merit*, for her sole and separate use and benefit, exclusive of the said *Nathaniel Nichols*, who is not to intermeddle therewith, nor is the same to be subject to his

to be paid half yearly to the wife.

or according to her appointment.

controul, debts, contracts, disposal, forfeitures, or engagements, and the receipts and discharges of the said *Henrietta Merit*, and of such person and persons as she shall from time to time direct or appoint to receive all or any part of the said annual sum of one hundred and twenty pounds shall, notwithstanding her coverture, be from time to time good and effectual releases and discharges to the said last named trustees, their executors, administrators, and assigns, for so much money as in such receipts shall be expressed to be received: the first payment of the said annual sum of one hundred and twenty pounds, to be made on the feast of the birth of our Lord *Christ* next ensuing the date of these presents: and from and after payment, satisfaction, and discharge, of the said annual sum of one hundred and twenty pounds to the said *Henrietta Merit* as aforesaid: *Upon trust*, that they the said *Tomkins Dew* and *Matthew Duane*, and the survivor of them, and the executors, administrators, and assigns of such survivor do and shall permit and suffer the said *Nathaniel Nichols* from time to time during his natural life to receive and take the residue and overplus of the rents, issues, and profits, of all and singular the said premises comprized in the said term or estate of ninety-nine years to and for his own use. *Provided always*, that immediately after the decease of either of them the said *Nathaniel Nichols*

After satisfaction of the annuity the husband to receive the overplus of the rents.

After death of husband and wife the term to cease.

Nichols and *Henrietta Merit*, and after payment of all arrears of the said annual sum of one hundred and twenty pounds, and when all and every the trusts hereby declared as aforesaid, of and concerning the said term of ninety-nine years, shall in all things be fully performed and satisfied, or by any other ways or means, be discharged or become incapable of being performed, according to the true intent and meaning of these presents, and when the said *Tomkins Dew* and *Matthew Duane*, and each of them, and the executors, administrators, and assigns of them, and each of them, shall be fully reimbursed and satisfied, all costs, charges, and expences occasioned by, or relating to the said trusts, of the said term of ninety-nine years, then and from thenceforth, the said term of ninety-nine years, of and in the said hereditaments and premisses therein comprised, or so much thereof as shall remain unfold or undisposed of, for the purposes aforesaid, shall cease, determine, and be utterly void, to all intents and purposes whatsoever, any thing hereinbefore contained to the contrary thereof in anywise notwithstanding; AND WHEREAS by indenture of lease, bearing date on or about the twenty-third day of *May*, which was in the year 17—, and made between *William Roge*, of the parish of *St. Mary-le-bonne* in the said county of *Middlesex*, carpenter, of the one

A lease recited;

part;

514

part; and *Thomas Vince*, of the parish of *St. Martin in the Fields*, in the same county, mason, of the other part; he the said *William Roge*, for the considerations therein mentioned, did demise unto the said *William Vince*, all that piece or parcel of ground, situate, lying, and being in the parish of *St. Mary-le-bonne* aforesaid, being then part or parcel of ground, situate, lying, and being in the said parish of *St. Mary-le-bonne* aforesaid, being then part or parcel of a certain field or ground then commonly called or known by the name of the *Dungfield*, and fronting towards the South, upon a street there commonly called *Little Field Street*, and abutting and adjoining towards the East, on ground or buildings then belonging to the said *William Roge*, towards the North upon a certain street or lane commonly called *Riding Lane*, and towards the West, on other ground or buildings of the said *William Roge*, and containing from East to West, as well at the South end or front thereof, and also at the North end or rear thereof, twenty-four feet of assise, or thereabouts, little more or less, and from North to South, as well on the East as also on the West side thereof, ninety feet of assise, or thereabouts, little more or less, together with the messuage or tenement then lately built, or then in building upon the South end or front of the said piece or parcel of ground, and all other erections and buildings then or which should at any time during the term thereby demised,

demised, be erected or built on the said piece or parcel of ground or any part thereof; To hold the same to the said *Thomas Vince*, his executors, administrators, and assigns, from *Christmas Day* then last past, for the term of eighty-two years, and three-quarters of a year, at a pepper corn rent for the first two years and three-quarters, and at the annual rent of three pounds and twelve shillings, for the remainder of the said term payable quarterly, tax free, on which said ground is now standing, a messuage or tenement, with a coach-house and stables thereunto belonging, in the tenure or occupation of *Jacob Heit*; And whereas by one other indenture, bearing date on or about the seventh day of *January*, which was in the year one thousand seven hundred and two, and made between *Henry Dis*, of the parish of *St. Mary Magdalen, Bermondsey*, in the county of *Surry*, of the one part; and *Rebecca Price*, of the other part; he the said *Henry Dis*, for the considerations therein mentioned, did demise unto the said *Rebecca Price*, all that barge-house, with the then vacant or waste piece of ground thereto belonging, and all those sixteen several messuages or cottages, or tenements thereto belonging, then in the possession of *John Read*, otherwise *Red*, *John Doe*, otherwise *Good*, *Thomas Osb*, *William Simmonson*, *Michael Willis*, otherwise *Wallace*, *Elizabeth Bourn*, *Ann Ring*, *William Rash*, *William Savo*, *Robert Kendale*, *Mary Briggs*,
Robert

Another lease
recited.

Robert Stanhope, widow Williams, Mary Thompson, doctor Taylor, Robert Vernon, and John Gardiner, and all other lands, tenements, and hereditaments, to the same belonging, or appertaining, which said premisses are situate, lying, and being in the parish of St. Mary Magdalen, Bermondsey, in the county of Surry; To hold the same unto the said Rebecca Price, her executors, administrators, and assigns, for the term of five hundred years, redeemable on payment of two hundred pounds, and the interest thereof, at a certain time therein mentioned, long since past and elapsed, the equity of redemption of which last mentioned premisses, was afterwards foreclosed, by a decree made in the high court of Chancery, and the same do now consist of a new built brick messuage or tenement, with the several warehouses and wharfs thereunto adjoining and belonging, situate and being at or near Dock-Head, in the said parish of St. Mary Magdalen, Bermondsey, and commonly called — Wharf, and is now let on a renewable lease, to George Wilkins and Thomas Merit, at the clear annual rent of thirty-five pounds, as in and by the said several indentures, reference being thereto had, may more fully appear; And whereas the said several demised premisses, by virtue of several mesne assignments, or other assurances in the law, or otherwise, became legally vested in the said Ann Merit, mother of the

The leases vested in the wife's mother.

the said *Henrietta Merit*, party to these presents; *And whereas* the said *Henrietta Merit*, is intitled to one undivided moiety or half part of the said messuages, lands, and tenements comprized in the said indentures of lease; NOW THIS INDENTURE LIKEWISE WITNESSETH, that in further performance of the said agreement, made and entered into by the said *Nathaniel Nichols* and *Henrietta Merit*, upon the treaty for the said intended marriage as aforesaid, and for the considerations aforesaid, and in consideration of the sum of 10*s.* of lawful money of *Great Britain*, to the said *Henrietta Merit*, in hand paid by the said *Tomkins Dew* and *Mathew Duane*, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, she the said *Henrietta Merit*, with the consent and approbation of the said *Nathaniel Nichols*, (testified as aforesaid) hath bargained, sold, assigned, transferred and set over, and by these presents doth bargain, sell, assign, transfer, and set over unto the said *Tomkins Dew* and *Mathew Duane*, their executors, administrators, and assigns, all that her the said *Henrietta Merit's* undivided moiety or half part (the whole into two equal parts to be divided) of and in all that the said piece or parcel of ground, situate in *Field Street*, aforesaid, and of and in the said messuage or tenement, coach-house and stables, and other appurtenances thereunto belonging, in the tenure

The wife intituled to a moiety

in consideration of the agreement, &c.

with privy, assigns to the second trustees.

The premises.

General words.

tenure or occupation of the said *Jacob Heit*; and also of and in all that new built brick messuage or tenement, with the appurtenances thereunto belonging, and of and in the several warehouses and wharf thereunto belonging, situate at or near *Dock-head* aforesaid, in the tenure or occupation of the said *George Wilkins* and *Thomas Merit*, and of and in all other leasehold messuages, lands, and tenements, late of or belonging to the said *Ann Merit*, deceased, the mother of the said *Henrietta Merit*, and also of and in all houses, out-houses, edifices, buildings, barns, stables, courts, areas, gardens, yards, backfides, ways, paths, passages, waters, water-courses, drains, sinks, sewers, gutters, lights, easements, liberties, privileges, profits, commodities, advantages, and appurtenances whatsoever, to the said leasehold messuages, lands and tenements hereby assigned, or intended so to be, belonging or in anywise appertaining, or with them or any of them, held, used, occupied, or enjoyed, or accepted, reputed, deemed, taken, or known as part, parcel, or member of them, or any of them, and all the leasehold messuages, lands, and tenements, and all other the parts, purparties, and shares of leasehold messuages, lands, and tenements of her the said *Henrietta Merit*, or of any person or persons, in trust for her, and all the estate, right, title, interest, term and terms of years now to come and unexpired, benefit, property, claim,

claim, and demand whatsoever, both at law and in equity, of her the said *Henrietta Merit*, of, in, and to the same, and every part and parcel thereof; *To have and to hold*, the said undivided moiety or half part of, and in the said messuages, lands, and tenements, and all and singular other the said leasehold premises hereby bargained, sold, and assigned, or intended so to be, with their and every of their appurtenances, unto the said *Tomkins Dew* and *Mathew Duane*, their executors, administrators, and assigns, from henceforth for and during all the rest, residue, and remainder of the said term or terms of years therein respectively now to come and unexpired, subject to the payment of the yearly rents, and to the performance of the covenants, clauses, and agreements in and by the said indentures of lease mentioned, reserved, and contained, and on the tenant's or lessee's part to be paid, done, observed, and performed; but nevertheless upon the trusts, and for the intents and purposes hereinafter mentioned and declared, of and concerning the same: AND WHEREAS the said *Henrietta Merit*, in further performance of the said hereinbefore mentioned agreement, between her and the said *Nathaniel Nichols*, hath, with the consent and approbation of the said *Nathaniel Nichols*, (testified as aforesaid) transferred in the books kept at the Bank of *England*, for that purpose, unto the said *Tomkins Dew* and *Mathew*

Habendum.

The wife has transferred Bank annuities to the trustees,

the declaration
of the trust of
such assignment
and transfer
from the trust-
tees.

In trust for the
wife till mar-
riage,

afterwards to
raise the an-
nual sum of
£201. for the
wife,

Mathew Duane, the capital sum of five thousand pounds four *per cent.* consolidated bank annuities, and also the capital sum of four thousand pounds three *per cent.* consolidated bank annuities, which she the said *Henrietta Merit*, was possessed of or intitled to; Now it is hereby covenanted, concluded, declared, and agreed upon by and between the said parties to these presents, that the said *Tomkins Dew* and *Mathew Duane*, and the survivor of them, and the executors, administrators, and assigns of such survivor, shall stand possessed of, and interested in the said two several sums of five thousand pounds four *per cent.* consolidated bank annuities, and four thousand pounds three *per cent.* consolidated bank annuities, and each of them, and the interest and dividends thereof from henceforth to become due and payable, and also of and in all and singular the said leasehold premises hereby assigned, or intended so to be, and every of them, and the yearly rents, issues, and profits of the same, and every part thereof, respectively, upon the trusts, and for the intents and purposes following (that is to say) *In trust* for the said *Henrietta Merit*, her executors and administrators, until the said intended marriage shall be had, and from and after the solemnization thereof; *Upon trust* that they the said *Tomkins Dew* and *Mathew Duane*, and the survivor of them, and

and the executors and administrators of such survivor do and shall, as well by, with, and out of the interest, dividends, and produce of the said capital sums of five thousand pounds, four *per cent.* consolidated bank annuities, and four thousand pounds, three *per cent.* consolidated bank annuities; as the rents, issues, and profits of the said leasehold premises, and of the said freehold hereditaments and premises, during the joint lives of the said *Nathaniel Nichols* and *Henrietta Merit*, pay the said herein before mentioned yearly sum of one hundred and twenty pounds, clear of taxes and all other deductions whatsoever as aforesaid, and at the times and in the manner herein before mentioned, to such person or persons, and for such uses, intents, and purposes only as the said *Henrietta Merit*, notwithstanding her coverture, and as if she were sole and unmarried, shall from time to time, by any writing or writings signed by her with her own hand direct or appoint, and in default of such direction or appointment, do and shall pay the said annual sum of one hundred and twenty pounds, or so much thereof, concerning which she shall make no such direction or appointment into the proper hands of her the said *Henrietta Merit*, for her sole and separate use and benefit, exclusive of the said *Nathaniel Nichols*, and the same is not to be subject to the debts, controul, disposal, forfeiture, or engage-

and to permit
the husband to
receive the
surplus of the
rents, &c.

after the death
of the husband
to pay to, or
permit the wife
to receive the
rents and divi-
dends during
her life;

engagements of the said *Nathaniel Nichols*, and the receipts of the said *Henrietta Merit*, and of such persons as she shall from time to time appoint to receive the same, shall, notwithstanding her coverture, be good and effectual discharges as aforesaid; and do and shall pay to or permit or empower the said *Nathaniel Nichols* and his assigns, to receive and take the rest and residue of the interest, dividends, and annual produce of the said two several capital sums of five thousand pounds, four *per cent.* consolidated bank annuities, and four thousand pounds, three *per cent.* consolidated bank annuities, and each of them, and every part thereof respectively, for and during the term of his natural life, to and for his and their own use; and also do and shall permit him the said *Nathaniel Nichols* and his assigns to receive and take the residue of the rents, issues, and profits of the said leasehold premises, and every part thereof, to and for his and their own use, for and during so many years of the said term or terms of years therein as he the said *Nathaniel Nichols* shall happen to live; and from and immediately after the decease of the said *Nathaniel Nichols*, in case the said *Henrietta Merit* shall happen to survive him, do and shall pay to, or authorise and empower the said *Henrietta Merit*, and her assigns to receive and take the interest, dividends, annual profits, and proceed of the said two several

several capital sums of five thousand pounds, four *per cent.* consolidated bank annuities, and four thousand pounds, three *per cent.* consolidated bank annuities, and each of them, and every part thereof respectively, for and during the term of her life, to and for her and their own use; and also do and shall permit the said *Henrietta Merit*, and her assigns, to have, hold, possess, and enjoy, and to receive and take the rents, issues, and profits of all and singular the said leasehold premises, with the appurtenances to and for her and their own use, for and during so many years of the said term or terms of years therein as she the said *Henrietta Merit* shall happen to live; and from and after the decease of the survivor of them, the said *Nathaniel Nichols* and *Henrietta Merit*, that they the said *Tomkins Dew* and *Matthew Duane*, and the survivor of them, and the executors, administrators, and assigns of such survivor do and shall stand possessed of, and interested in the said two several capital sums of five thousand pounds, four *per cent.* consolidated bank annuities, and four thousand pounds, three *per cent.* consolidated bank annuities, and each of them, and every part thereof respectively; and also of and in all and singular the said leasehold premises with the appurtenances, in trust for all and every the child and children of the body of the said *Henrietta Merit* by the said *Nathaniel Nichols* to be begotten, in such

and after the decease of the survivor of husband and wife the trustees to stand possessed of the bank annuities, and leasehold estates in trust for the children of the marriage, according to the appointment of husband and wife, or wife alone, in case she shall survive.

parts, shares, and proportions, manner and form, and to be assigned to him, her, or them respectively, at such ages, days, and times, and subject to such provisoes, conditions, restrictions, and limitations over (such limitations over to be for the benefit of some or one of the said children) as the said *Nathaniel Nichols* and *Henrietta Merit* at any time or times, during their joint lives, by any deed or deeds, with or without power of revocation, to be sealed and delivered by them in the presence of, and to be attested by two or more credible witnesses, or as the said *Henrietta Merit* alone, in case she shall survive the said *Nathaniel Nichols*, by any such deed or deeds, writing or writings, to be by her sealed and delivered in the presence of, and to be attested by the like number of witnesses, or by her last will and testament in writing, or any writing purporting to be her last will and testament, to be signed and published by her in the presence of, and to be attested by three or more credible witnesses, shall limit, direct, or appoint; and in default of any such limitation, direction, or appointment, do and shall pay and apply the interest, dividends, annual profits, and proceed of the said two several capital sums of five thousand pounds, four *per cent.* consolidated bank annuities, and four thousand pounds, three *per cent.* consolidated bank annuities, and each of them, and every part thereof respectively; and

and in default of appointment trustees to pay the dividends and rents unto the children equally, until they attain the age of twenty-one years respectively,

also the rents, issues, and profits of all and singular the said leasehold premises hereby assigned, with the appurtenances, to and amongst all and every the child and children of the body of the said *Henrietta Merit* by the said *Nathaniel Nichols* to be begotten, equally to be divided between or among them (if more than one) share and share alike, to and for his, her, and their own use respectively, until such of the said children as shall be a son or sons, shall attain his or their age or respective ages of twenty-one years, or shall die under that age without issue of his or their body or bodies lawfully begotten, and until such of the said children as shall be a daughter or daughters, shall attain her or their age or respective ages of twenty-one years, or shall marry, or shall die unmarried under that age without issue of her or their body or bodies lawfully begotten, which shall first happen; and in case any such child or children being a son or sons, shall attain his or their age or respective ages of twenty-one years, or being a daughter or daughters, shall attain her or their age or respective ages of twenty-one years, or shall marry, that then the said *Tomkins Dew* and *Matthew Duane*, and the survivor of them, his executors, administrators, and assigns, do and shall, in default of any such direction or appointment as is last mentioned, assign, transfer, and make over the said two several capital sums of five thousand

when they are to transfer and assign the stock and premises unto the children,

pounds, four *per cent.* consolidated bank annuities, and four thousand pounds, three *per cent.* consolidated bank annuities, and each of them, and every part thereof, respectively, and also the said leasehold premises, with the appurtenances, for the residue of the term or terms of years that shall be therein then to come, to, and amongst all and every such son and sons so attaining the age of twenty-one years, and such daughter and daughters so attaining the age of twenty-one years, or marrying as aforesaid, equally to be divided between or among them (if more than one) share and share alike, and they to take as tenants in common, and to their several and respective executors and administrators; but in case there shall not be any child or children of the said *Henrietta Merit* by the said *Nathaniel Nichols* begotten, or there being one or more such child or children, if all of them shall die before any of them, being a son or sons, shall attain his or their age or respective ages of twenty-one years, and without leaving any issue of his or their body or bodies lawfully begotten, or being a daughter or daughters, before any of them shall attain the age of twenty-one years, or shall marry, without leaving any issue of her or their body or bodies lawfully begotten, that then the said last named trustees, and the survivor of them, his executors, administrators, and assigns do and shall, after the decease

if there shall be no issue of the marriage, &c. the trustees to stand possessed of a moiety of the bank annuities and leasehold estates subject to the appointment of wife;

cease of the survivor of them the said *Nathaniel Nichols* and *Henrietta Merit*, and after failure of such issue of their bodies to be begotten as aforesaid, stand possessed of, and interested in one undivided moiety or half part of the said two capital sums of five thousand pounds, four *per cent.* consolidated bank annuities, and four thousand pounds, three *per cent.* consolidated bank annuities, and each of them, and every part thereof respectively, and also of one moiety of the said leasehold premises, with the appurtenances, for the term or terms of years that shall be therein then to come, upon such trusts, for such intents and purposes, and subject to such powers, provisos, conditions, and agreements, as the said *Henrietta Merit*, whether covert or sole, by any deed or instrument in writing, with or without power of revocation, to be sealed and delivered by her in the presence of two or more credible witnesses, or by her last will and testament in writing, or any writing purporting to be her last will and testament, to be signed and published by her in the presence of, and to be attested by the like number of witnesses, shall, notwithstanding her coverture, and as if she were sole and unmarried, direct or appoint, and in default of such direction or appointment, *in trust* for the executors, administrators, and assigns of the said *Henrietta Merit*, AND DO AND SHALL stand possessed of and interested in

and in default of appointment for the wife's representatives as to the other moiety for husband.

the other moiety of the said two several capital sums of five thousand pounds four *per cent.* consolidated bank annuities, and four thousand pounds, three *per cent.* consolidated bank annuities, and each of them, and every part thereof respectively; and also of the said leasehold premises, with the appurtenances, from and after the decease of the survivor of them the said *Nathaniel Nichols* and *Henrietta Merit*, and from and after such failure of issue as aforesaid, *in trust* for the executors, administrators, or assigns of the said *Nathaniel Nichols*: PROVIDED always, and it is hereby declared and agreed upon by and between the said parties to these presents, that it shall and may be lawful to and for the said *Tomkins Dew* and *Matthew Duane*, and the survivor of them, and the executors, administrators, and assigns of such survivor, and they and he are hereby authorised and required, by and with the consent and approbation of the said *Nathaniel Nichols* and *Henrietta Merit*, or of the survivor of them, testified by some writing signed by them, him, or her, with their, his, or her own hands or hand, and after the decease of them the said *Nathaniel Nichols* and *Henrietta Merit*, of the authority of the said trustees, or the survivor of them, his executors or administrators, to bargain, sell, assign, transfer, and dispose of the said two several capital sums of five thousand pounds, four *per cent.* consolidated bank

Power to place
the bank an-
nuities out upon
other securities.

bank annuities, and four thousand pounds, three *per cent.* consolidated bank annuities, and each of them, and every part thereof respectively; and also by and with such consent and approbation as aforesaid, if they the said *Nathaniel Nichols* and *Henrietta Merit* shall be then living, or else of the proper authority of the said trustees or trustee for the time being, to lay out and invest the money to arise by such sale, assignment, transfer, or other disposition in or upon new or other stocks or funds, or in government, or upon real securities; and it is hereby declared and agreed by and between the said parties to these presents, that the said *Tomkins Dew* and *Matthew Duane*, and the survivor of them, his executors, administrators, and assigns, shall stand possessed of and interested in all and every sum and sums of money to arise by such sale, assignment, transfer, or other disposition as aforesaid, and all stocks, funds, and securities in or upon which, the same, or any part thereof, shall be laid out or invested upon such and the same trusts, and for such and the same intents and purposes as are herein before mentioned and declared of and concerning the said two several capital sums of five thousand pounds, four *per cent.* consolidated bank annuities, and four thousand pounds three *per cent.* consolidated bank annuities, or as near thereto as the death of parties

Power given to grant leases for 99 years, for making new buildings upon the settled estates.

ties and other contingencies will then admit of. PROVIDED ALWAYS and it is hereby declared and agreed, by and between the said parties to these presents, that it shall and may be lawful to and for the said *Nathaniel Nichols*, from time to time during his life, and after his decease (in case the said *Henrietta Merit*, shall survive him) to and for the said *Henrietta Merit*, from time to time during her life, by indenture or indentures, to be sealed and delivered by him or her in the presence of two or more credible witnesses, to make any grants, demises, or leases, of all or any part or parts of the said hereditaments and premises hereby granted, released, and assigned, or intended so to be, with the appurtenances, to any person or persons, for any term or number of years, not exceeding ninety years, to take effect in possession, and not in reversion, or by way of future interest, for the purposes of making any new buildings or erections on any part or parcel of the same premises, or for the purpose of rebuilding any of the messuages or tenements, erections or buildings that are now standing or being, or which shall at any time or times hereafter, be standing or being, in or upon any part or parts of the same hereditaments and premises, so as upon every such grant, demise, or lease, there be reserved during the continuance thereof, the best and most improved yearly rent or rents, to be incident

cident to the immediate reversion of the same premises, as can or may be reasonably had or obtained for the same, without taking any fine, premium, or fore-gift, or any thing in the nature of a fine, premium, or fore-gift, for the making of any such demise, grant, or lease, and so as every such demise, lease, or grant, be under such further restrictions, as are hereinafter mentioned; PROVIDED ALSO that it shall and may be lawful to and for the said *Nathaniel Nichols*, from time to time during his natural life, and after his decease, (in case the said *Henrietta Merit*, shall survive him) to and for the said *Henrietta Merit* from time to time during her natural life, and from and after the decease of the survivor of them the said *Nathaniel Nichols* and *Henrietta Merit*, to and for the said *Tomkins Dew* and *Matthew Duane*, and the survivor of them, and his heirs, from time to time, during the minority of any child or children, who by virtue of any of the limitations herein before contained, shall be intitled to the said freehold and leasehold hereditaments, and premises hereby granted, and released, and assigned, or intended so to be, by any indenture or indentures, to be sealed and delivered by him, her, or them respectively, in the presence of, and to be attested by two or more credible witnesses, to demise, lease, or grant all or any part or parts of the said hereditaments and premises hereby

Power to grant
leases for a less
term.

All such leases
to be made with
certain restric-
tions.

hereby granted and released, and assigned, or intended so to be, with the appurtenances, to any person or persons, for any term or number of years, not exceeding twenty-one years, in possession, and not in reversion, or by way of future interest, so as there be reserved on every such demise, lease, or grant, the best and most improved yearly rent, to be incident to the immediate reversion of the said premisses so to be demised, that can or may be reasonably had or got for the same, without taking any fine, premium or fore-gift, or any thing in the nature of a fine, premium or fore-gift, for the making thereof: *AND it is hereby further declared and agreed*, that all such demises, leases, and grants, to be made by virtue of either of the said powers herein contained, shall be under the further restrictions following (that is to say) that no demise, lease, or grant, to be made by virtue of either of the said powers, shall be valid in law, unless there be contained in every such demise, lease, or grant, a condition of re-entry on non-payment of the rent or rents thereby to be respectively reserved, and unless the respective lessees or grantees, to whom such demises, leases, or grants shall be made, do execute counterparts thereof, and do thereby covenant for the due payment of the rents thereby to be reserved, and unless all such demises, leases, or grants be so framed, as that there be not contained therein any
clause

clause or clauses, whereby any power or authority shall be given to any lessee or lessees, to commit waste, or to exempt him or them from punishment, for committing waste, any thing herein contained to the contrary notwithstanding; PROVIDED ALWAYS and it is hereby declared and agreed, by and between the said parties to these presents, that it shall and may be lawful to and for the said *Tomkins Dew* and *Mathew Duane*, and the survivor of them, and the heirs, executors, and administrators, of such survivor, at any time during the lives of the said *Nathaniel Nichols* and *Henrietta Merit*, and the life of the survivor of them, and they and he are hereby authorised and required, notwithstanding any of the uses, estates, limitations, or trusts herein before limited or declared, and contained, at the request, and by the direction of the said *Nathaniel Nichols* and *Henrietta Merit*, or of the survivor of them, such request and direction to be testified by some writing or writings, under the hands and seals, or hand and seal of the said *Nathaniel Nichols* and *Henrietta Merit*, or the survivor of them, and to be attested by two or more credible witnesses, to make any partition or division, or to join in making any partition or division of all or any of the freehold or leasehold messuages, lands, tenements, or hereditaments, late of or belonging to the said *Ann Merit*, the late mother of the said *Henrietta Merit*;

Power to make
partition of the
estates,

and also to sell
or exchange,

to revoke the
uses,

Merit; And also to make sale and dispose of, or to convey in exchange for, or in lieu of other messuages, lands, or hereditaments, to be situate somewhere in that part of *Great Britain*, called *England*, all or any part of the said freehold and leasehold hereditaments and premisses hereby granted and released, and assigned, or intended so to be, with the appurtenances thereto belonging, to any person or persons, for such price and prices in money, or for such other equivalent or recompence in messuages, lands, or hereditaments, as to them the said *Tomkins Dew* and *Mathew Duane*, or the survivor of them, or his heirs, executors, or administrators, shall seem reasonable, *and for* the end or purpose, or *making such* division *partition, sale, disposition or exchange*, it shall be lawful for the said *Tomkins Dew* and *Mathew Duane*, and the survivor of them, his heirs, executors and administrators respectively, by any deed or deeds, writing or writings, to be by them the said *Tomkins Dew* and *Mathew Duane*, and the survivor of them, his heirs, executors, or administrators, respectively, signed, sealed, and delivered in the presence of, and to be attested by two or more credible witnesses, with the consent and approbation of the said *Nathaniel Nichols* and *Henrietta Merit*, or the survivor of them, to be testified as aforesaid, to revoke, determine, and make void all and every the uses, trusts, estates, limitations, powers,

powers, provisos, authorities, and agreements hereinbefore limited, declared, created, and conveyed, of and concerning the said freehold and leasehold premisses so to be divided, parted, sold, disposed of or exchanged, and by the same or any other deed or deeds, writing or writings, to be sealed and delivered, and with such consent and approbation as aforesaid, to limit and appoint the same freehold and leasehold premisses or any of them, whereof the uses shall be so revoked, either unto such purchaser or purchasers, or the person or persons making or joining in making such division or partition, or exchange, or to whom the same shall be sold, and to his, her, or their heirs, executors, or administrators, or otherwise to limit, create, declare and appoint such new or other use or uses, trust or trusts, estate or estates of and concerning the same freehold and leasehold premisses as shall be requisite and necessary for the executing and effecting such division, partition, sale, disposition, or exchange; and upon payment of the money arising by sale of the said freehold and leasehold premisses, or any of them, or any part or parcel thereof, to give and sign receipts for the money for which the same shall be so sold, which receipts shall be sufficient discharges to any purchaser or purchasers for the purchase money for which the same shall be so sold, or for so much thereof, as in such receipts shall be acknowledged or expressed

Trustees receipts
for the purchase
money to dis-
charge purcha-
sers.

pressed to be received, and such purchaser or purchasers shall not afterwards be answerable or accountable for any loss, misapplication, or non-application of such purchase money, or any part thereof, and when any of the said several premisses shall be sold for a valuable consideration, and such receipts shall be given for the purchase money as aforesaid ; *And also* when any of the said premisses shall be sold assigned, or disposed of, or conveyed in exchange, for or in lieu of any other such messuages, lands, or hereditaments as aforesaid, and the fee-simple and inheritance of such last mentioned messuages, lands, or hereditaments shall be well vested in them the said *Tomkins Dew* and *Matthew Duane*, or in the survivor of them, or his heirs, and when any such partition or division as aforesaid shall be ; all and every the hereditaments and premisses so sold, disposed of, or conveyed in exchange, shall be and remain for ever thenceforth freed, and absolutely discharged of and from all and every the uses, estates, trusts, declarations, provisoes and agreements, in and by these presents, limited, expressed, and declared, touching and concerning the same respectively, and then and from thenceforth these presents, and the grant, release, and assignment hereinbefore contained, and hereby made, shall be and enure, as to so much of the said premisses as shall be so respectively sold, disposed of, or conveyed in exchange or parted

parted with upon such partition or division, to the only use and behoof of such purchaser or purchasers, or of such other person or persons to whom the same shall be so respectively sold, disposed of, or conveyed or parted with upon such division or partition, and of his, her, or their heirs, executors, or administrators respectively, subject only to such leases as shall have been made thereof, pursuant to the powers hereinbefore contained. PROVIDED *nevertheless*, and it is hereby also declared, that when all or any part of the said hereditaments and premisses hereby made saleable as aforesaid, shall be sold, in pursuance of these presents, all and every the sum and sums of money which shall arise by such sale or sales, shall, with all convenient speed, be laid out and disposed of by them the said *Tomkins Dew* and *Matthew Duane*, or by the survivor of them, his executors, or administrators, with such consent, and testified as aforesaid, and be invested in the purchase of other lands or hereditaments in fee-simple in possession, to be situate, being, or arising somewhere in that part of *Great Britain* called *England*, of a clear indefeazable estate of inheritance, and as well the messuages, lands, or hereditaments, so to be purchased, as all and every the messuages, lands, or hereditaments which shall be vested in the said *Tomkins Dew* and *Matthew Duane*, or in the survivor of them, or his heirs, upon such partition

Purchase money to be laid out by trustees in other estates in England to be settled to the uses in this deed,

titution or division, or by way of or in exchange
 for or in lieu of all or any part of the same
 premisses hereby made saleable, or exchange-
 able as aforesaid, shall be settled and conveyed
 to such and the same uses, upon such and the
 same trusts, for such and the same ends, in-
 tents, and purposes, and under and subject to
 the same provisoes, powers, and agreements as
 are in and by these presents limited, expressed,
 declared and contained of and concerning the
 said hereditaments and premisses hereby grant-
 ed and released, or intended so to be as afore-
 said, or as near thereto as the death of parties,
 and other contingencies will then admit of,
 except this present power of selling, exchanging
 and dividing. And it is hereby declared
 that in the mean time, and until the money
 arising by such sale or sales as aforesaid shall be
 invested in a purchase or purchases, it shall
 and may be lawful to and for the said *Tom-
 kins Dew* and *Matthew Duane*, and the sur-
 vivor of them, his heirs, executors, admini-
 strators, and assigns, by and with the consent
 and approbation of the said *Nathaniel Nichols*
 and *Henrietta Merit*, or the survivor of them,
 if they or either of them shall be then living to
 be signified as aforesaid, and after the death of
 both of them of the proper authority of the
 said trustees or trustee for the time being, to
 place out such sum or sums of money at inter-
 est, either in the public stocks or funds, or
 in

except the
 power of sel-
 ling, &c.

Till purchase
 made, monies
 to be laid out
 in the funds.

in government, or upon real securities. *And also* it shall and may be lawful to and for him and them, from time to time with such consent and approbation as aforesaid, or of his or their own proper authority, as the case shall happen, to call in the principal money so placed out, and to place out the same again at interest on such new or other stocks, funds, or securities, as they or he shall think proper; and the interest, dividends, and annual produce of such stocks, funds, or securities shall go and be paid to such person and persons, and be applied to and for such uses, intents, and purposes, and in such manner as the rents and profits of the premises to be purchased therewith would go, or be payable or applicable unto, in case such purchase or purchases was or were then actually made. PROVIDED ALSO, And it is hereby declared and agreed by and between the said parties to these presents, that if the said *Nathaniel Nichols* shall at any time during the joint lives of himself and the said *Henrietta Merit*, with the consent, approbation, and good liking of the said *Tomkins Dew* and *Matthew Duane* or the survivor of them, or his heirs, and also of the said *Henrietta Merit* testified by some deed or writing, to be signed, sealed, and delivered by them the said *Tomkins Dew* and *Matthew Duane*, or the survivor of them, or his heirs, and also by the said *Henrietta Merit*, in the presence of, and to be at-

Power to the trustees with privity of wife in case the husband shall settle to the same uses freehold estates equal to the value of the freehold and leasehold estates, and bank annuities hereby settled,

tested by two or more credible witnesses by good and sufficient conveyances and assurances in the law, convey and assure unto the said *Tomkins Dew* and *Matthew Duane* or the survivor of them, or his heirs, freehold messuages, lands, tenements, or hereditaments, whereof the said *Nathaniel Nichols* shall be then seised of an absolute estate of inheritance in fee-simple, and which shall be free from all debts, charges, outgoing and incumbrances whatsoever, except the land-tax, and which shall be at least equal in value to or of greater value than the said freehold and leasehold hereditaments and premises of her the said *Henrietta Merit*, and the said capital sums of five thousand pounds four *per cent.* bank annuities, and four thousand pounds three *per cent.* consolidated bank annuities, or the money to arise by sale, transfer, or disposal thereof, respectively, or the other stocks, funds, or securities, in, or upon which the same shall be invested or laid out, to the several uses, for the several intents and purposes, upon the several trusts, and by, with, under, and subject to the several powers, provisoes, and agreements hereinbefore mentioned, limited, declared, and contained, of and concerning the said freehold hereditaments and premises, hereinbefore by these presents granted and released or intended so to be, except the said power of selling or exchanging; then and in such case it shall be lawful for the said *Tomkins Dew* and *Matthew Duane*, and the survivor of them, his heirs, executors,

executors, and administrators, respectively, with the consent and approbation of the said *Henrietta Merit*, to be testified as aforesaid, by any deed or deeds, writing or writings to be by them the said *Tomkins Dew* and *Matthew Duane*, or the survivor of them, his heirs, executors, or administrators, respectively, and also by the said *Henrietta Merit*, notwithstanding her coverture, signed, sealed, and delivered in the presence of, and to be attested by two or more credible witnesses, to revoke, determine, and make void all and every the uses, trusts, estates, limitations, powers, provisoes, authorities, and agreements hereinbefore limited, mentioned, declared, and contained, of, and concerning the said freehold and leasehold hereditaments and premises, hereinbefore by these presents granted and released and assigned, and the said capital sums of five thousand pounds four *per cent.* bank annuities, and four thousand pounds three *per cent.* consolidated bank annuities, and the interest, dividends, and produce thereof respectively; and by the same or any other deed or deeds, writing or writings, to be signed sealed and delivered, and with such consent and approbation as is last mentioned, to limit and appoint the same freehold and leasehold hereditaments and premises, and the said capital sums of five thousand pounds four *per cent.* bank annuities, and four thousand pounds three *per cent.* consolidated bank annuities, and the interest,

To revoke the present uses,

and to limit and appoint the present estates to the husband.

Trustees to be
only answerable
for monies ac-
tually received
and had,

and for their
respective acts
only,

and for their
respective acts
only,

not for monies
lodged at a
bank, &c.

interest, dividends, and produce thereof, and the money to arise by the sale or transfer thereof, and all other stocks, funds, and securities, in or upon which, the same or any part thereof, shall be invested or laid out, unto the said *Nathaniel Nichols*, his heirs, executors, and administrators, to and for his and their own use and benefit, any thing hereinbefore contained to the contrary thereof, in any wise notwithstanding. PROVIDED always, and it is hereby declared and agreed by and between the said parties to these presents, that the said *Tomkins Dew* and *Matthew Duane*, and all and every other trustee and trustees, to be nominated and appointed, by virtue of the power hereinafter for that purpose contained, and each and every of them, and the heirs, executors, and administrators of them, each and every of them, shall be charged and chargeable, only for such monies, as they shall respectively actually receive, by virtue of the trusts hereby in them respectively reposed; and any one or more of them shall not be answerable or accountable for the other or others of them, or for the acts, receipts, neglects, or defaults of the other or others of them, but each and every of them for his own acts, receipts, neglects, or defaults only, nor shall they or any of them be answerable or accountable for any bank, banker, goldsmith, broker, or other person with whom, or in whose hands any part of the

the said trust monies shall or may be deposited or lodged for safe custody or otherwise, in the execution of any of the aforesaid trusts; nor shall they the said trustees, or any of them be answerable, or charged or chargeable for any loss or damage, which may happen, by reason of any defect or insufficiency of title in any messuages, lands, or hereditaments, which may be had, or received by way of exchange for or in lieu of all or any part of the hereditaments and premisses hereby made exchangeable as aforesaid, or upon any such division or partition. Neither shall they or any of them be answerable or accountable for the insufficiency or deficiency of any security or stocks, or funds, in or upon which the said trust monies, or any part thereof, shall or may be placed out or invested, nor for any other misfortune, loss or damage, which may happen in the execution of any of the aforesaid trusts, or in any wise relating thereto, except the same shall happen by or through their wilful defaults respectively. **AND ALSO** that they the said trustees, and each and every of them, and the heirs, executors, administrators, and assigns of them, each and every of them shall and may, by and out of such monies as shall come to their respective hands by virtue of the trusts aforesaid, retain to, and reimburse himself and themselves respectively, and also allow to his and their co-trustee and co-trustees, all costs, charges, damages, and expences which they or any of them shall or may

or for any losses,

unless by their own default:

they may reimburse themselves all expences.

In what manner new trustees are to be appointed.

suffer, sustain, disburse, be at, or be put unto, in or about the execution of any of the aforesaid trusts hereby in them respectively reposed, or in any wise relating thereunto. PROVIDED ALSO, and it is hereby further declared and agreed by and between the said parties to these presents, that if the said *Tomkins Dew* and *Matthew Duane*, or either of them, or any succeeding or other trustee or trustees to be nominated in their or either of their stead or place, as hereinafter is mentioned, shall at any time or times hereafter, during the natural lives of the said *Nathaniel Nichols* and *Henrietta Merit*, and the life of the survivor of them, or at any time or times within the space of twenty years, to be computed from the time of the decease of such survivor, happen to die, or desire to be discharged from the said trusts, hereby in them respectively reposed, or intended so to be; then and so often it shall and may be lawful to and for the remaining or other or others of the said trustees, by any deed or deeds, writing or writings, under their or his hands and seals, or hand and seal, attested by two or more credible witnesses, from time to time, and as often as by such deaths or resignations of the said trustees, or any of them, it shall become necessary or convenient, to nominate and appoint, by and with the consent of the said *Henrietta Merit*, testified by some writing signed by her, with her own hand, and after her decease,

to and for the remaining trustee or trustees, of his or their own authority, such other person or persons to be a trustee or trustees, to act in the said trusts in the room or place of the trustee or trustees so dying or desiring to be discharged; and when any of the present trustees, or any future trustee or trustees shall desire to be discharged from the said trusts, it shall and may be lawful to and for him and them to resign, release, assign, relinquish, and give up, his and their trust estate and interest in the said several premisses hereby respectively released, and assigned, or intended so to be, and the said stocks so transferred, to the other trustee or trustees; and every new trustee to become interested in the premisses together with the former trustee and trustees (other than such as shall have desired to be discharged, and who shall have relinquished, released, and assigned his and their trust estate and interest as aforesaid) shall in the like manner have full power and authority, as often as it shall be necessary or requisite, with such consent, and to be testified as aforesaid, if the said *Henrietta Merit* shall be then living, or else of the proper authority of the said trustee or trustees for the time being, as the case shall happen, to nominate or appoint any other person or persons to succeed in the said trusts, and to stand and be a trustee or trustees for the purposes aforesaid, in the room or stead of any former trustee or

New trustees to
have same
powers as pre-
sent.

trustees so doing or desiring to be discharged from the aforeaid trust. AND it is hereby declared, that from and after every such nomination and appointment, all such acts, deeds, matters, and things shall be done, executed, and performed, as shall be necessary or advisable for vesting the said several premises hereby released and assigned, or intended so to be, as well in the said remaining trustee or trustees, as in the new trustee or trustees to be nominated as aforeaid, so that such remaining trustee or trustees may together with such new trustee or trustees become jointly seised and possessed of, and interested in the said several premisses and stocks, upon the trusts, and for the intents and purposes, and subject to the powers, provisoes, declarations, and agreements herein before expressed, declared, and contained, of and concerning the said premisses and stocks respectively, or such of them as shall be then existing undetermined, or capable of taking effect, or of being performed, or as near thereto as may be : AND the said *Henrietta Merit*, for herself, her heirs, executors, and administrators, doth covenant, promise, and agree, to and with the said *Tomkins Dew* and *Mathew Duane*, their heirs, executors, administrators, and assigns, by these presents, in manner following, (that is to say) that she the said *Henrietta Merit*, her heirs, executors, administrators, and assigns, and all and every

Covenant from
the wife for
further assurances.

every other person and persons, having or lawfully claiming, or who shall or may have or claim any estate, right, title, interest, inheritance, reversion, use, trust, property, claim, or demand whatsoever, either at law or in equity, of, in, to, or out of the said several premisses hereby respectively granted, released, and assigned, or of, in, or to the said stocks so transferred to the said trustees, or any of them, or any part thereof respectively, by, from, under, or in trust for her the said *Henrietta Merit*, shall and will from time to time, and at all times hereafter, upon every reasonable request, to be made for that purpose, but at the proper costs and charges in the law, of the said *Henrietta Merit*, her heirs, executors, administrators, and assigns, make, do, acknowledge, levy, suffer, and execute, or cause and procure to be made, done, acknowledged, levied, suffered, and executed, all and every such further and other lawful and reasonable acts, deeds, conveyances, assignments, and assurances in the law whatsoever, and transfers, for the further, better, more perfect, and absolute conveying, assigning, and assuring of the said several premisses hereby respectively granted, released, and assigned, or any part or parcel thereof respectively, and for vesting in the said trustees the said stocks, to the several uses, upon the several trusts, for the several intents and purposes, and by, with, under, and subject to the several powers,

powers, provisoes, declarations, and agreements hereinbefore limited, expressed, and declared, of and concerning the same respectively, as by the said *Tomkins Dew* and *Mathew Duane*, or the survivor of them, or the heirs, executors, administrators, or assigns of such survivor, or any of the parties interested in the premisses, their, or any of their counsel learned in the law, shall be reasonably devised, or advised, and required, so as no such further assurance or assurances contain or imply any further or other covenant or warranty, than against the person or persons who shall be required to make or execute the same, his, her, and their heirs, executors, and administrators acts and deeds, and so as the party or parties who shall be required to make or execute such further assurance or assurances, be not compelled or compellable, for the making or doing thereof, to go or travel from his her or their usual place or places of abode ;

In consideration
of the marriage

AND THIS INDENTURE FURTHER WITNESSETH, that in consideration of the said intended marriage, and of the real and personal estate which the said *Henrietta Merit* is seised and possessed of as aforesaid, and of the said settlement herein before by these presents made of the same, and also for and in consideration of the sum of ten shillings of lawful money of *Great Britain*, to the said *Nathaniel Nichols*, in hand, at or before the sealing and delivery of these presents, by the said *Sir Francis Fish* and *John Fish*,

Fish, well and truly paid, the receipt whereof is hereby acknowledged, he the said *Nathaniel Nichols*, hath granted, bargained, sold, aliened, released, and confirmed, and by these presents doth grant, bargain, sell, alien, release, and confirm unto the said Sir *Francis Fish* and *John Fish* (in their actual possession, now being by virtue of a bargain and sale to them thereof made, by the said *Nathaniel Nichols*, in consideration of five shillings, by indenture bearing date the day next before the day of the date of these presents, for the term of one whole year, commencing from the day next before the day of the date thereof, and by force of the statute made for transferring uses into possession) and to their heirs, *all those three pieces* or parcels of orchard land, and meadow ground, containing in the whole, two acres of assise, be the same more or less, situate, lying, and being at a place called the foot of *Sutton Hill*, in the parish of *Y——* in the said county of *Suffex*, now in the tenure of the said *Nathaniel Nichols*, on which ground, or part thereof, lately stood, a messuage, cottage, or tenement, in the tenure or occupation of *Richard Reve*, and all fences, hedges, ditches, ways, waters, water-courses, lights, easements, profits, hereditaments, and appurtenances, to the said premises belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits of the said

husband
conveys to first
trustees.

An estate.

Habendum,

to the use of
husband till
marriage, then
to him for life,

Remainder to
wife for life as a
jointure

faid hereditaments and premisses hereby granted and released, or intended so to be, and all the estate, right, title, interest, inheritance, use, trust, property, claim, and demand whatsoever, either at law or in equity of him the said *Nathaniel Nichols*, of, in, or to the same, and every or any part or parcel thereof; *To have and to hold* the said hereditaments, and premisses hereby granted and released by the said *Nathaniel Nichols*, or intended so to be, with the appurtenances, unto the said Sir *Francis Fish* and *John Fish*, and their heirs, to the uses hereinafter mentioned, and declared, of and concerning the same, that is to say, *To the use* of the said *Nathaniel Nichols*, his heirs and assigns, until the said intended marriage shall be had, and from and immediately after the solemnization thereof, to the use of the said *Nathaniel Nichols*, and his assigns, for and during the term of his natural life, without impeachment of, or for any manner of waste, and with the same power of making leases thereof, for any term or number of years, not exceeding twenty-one years, in possession, at the best and most improved yearly rent, and under such other restrictions as are herein before mentioned and contained, and from and immediately after the decease of the said *Nathaniel Nichols*, in case the said *Henrietta Merit*, shall survive him; *To the use* of her the said *Henrietta Merit*, and her assigns, for the term of her

her natural life, without impeachment of, or for any manner of waste, and with the like power of leasing the same, to be for and in the name, and in the nature of a jointure; AND the said *Nathaniel Nichols*, for himself, his heirs, executors, and administrators, doth covenant, promise, and agree to and with the said *Tomkins Dew* and *Mathew Duane*, their heirs and assigns by these presents, in manner following, (that is to say) that he the said *Nathaniel Nichols*, now at the time of the sealing and delivery of these presents, is and standeth lawfully and rightfully seised of and in the said hereditaments and premisses, herein before by him granted and released, or intended so to be, with their appurtenances, of a good, sure, perfect, legal, and indefeazable estate of inheritance in fee-simple, without any manner of condition, power of revocation, limitation of use or uses, or other restraint, matter, or thing, to alter, defeat, lessen, determine, charge, burthen, or incumber the same; And also that he the said *Nathaniel Nichols*, and his heirs, and all and every other person and persons, having or claiming, or who shall have or claim any estate, right, title, interest, inheritance, use, trust, property, claim, or demand whatsoever, of, in or to the said premisses hereby last granted and released, or any part thereof, shall and will from time to time, and at all times hereafter, upon every reasonable request to

Covenant from husband that he is seised in fee.

will execute further assurances.

to be made for that purpose, but at the proper costs and charges in the law, of the said *Nathaniel Nichols*, his heirs or assigns, make, do, acknowledge, levy, suffer, and execute, or cause and procure to be made, done, acknowledged, levied, suffered, and executed, all and every such further and other lawful and reasonable acts, deeds, conveyances, and assurances in the law whatsoever, for the corroborating, ratifying and confirming these presents, and every clause, matter, and thing herein contained, and for the further, better, more perfect and absolute assuring and conveying the said several premisses hereby conveyed and assigned, as well by the said *Nathaniel Nichols*, as by the said *Henrietta Merit*, to the several uses, and upon the several trusts, for the several intents, and purposes, and subject to the several powers, provisoes, declarations and agreements herein before limited and declared, as by the said *Tomkins Dew* and *Mathew Duane*, or their heirs, or any of the parties interested in the premisses, their or any of their counsel shall be reasonably devised or advised and required :

AND FOR THE CONSIDERATIONS aforesaid, he the said *Nathaniel Nichols*, for himself, his heirs, executors, and administrators, doth covenant, promise, and agree to and with the said *Tomkins Dew* and *Matthew Duane*, their heirs, executors, administrators, and assigns, by these presents, in manner following (that is

to

Husband covenants by will to secure to the wife, after his death, a suitable house, with furniture to the value of 600l. to be enjoyed by the wife during life, without payment of rent.

to say); that in case the said intended marriage shall take effect, and the said *Henrietta Merit* shall happen to survive the said *Nathaniel Nichols*, he the said *Nathaniel Nichols* shall, by his last will, leave to, or otherwise secure for the said *Henrietta Merit*, during her life, and to take effect from the decease of the said *Nathaniel Nichols*, the use of a proper and suitable house in the suburbs of the city of *London*, and also the use of all necessary and proper household goods, furniture, plate, linen, china, and other things necessary for furnishing a house, to the value of six hundred pounds, which she shall enjoy during her life, without paying any rent or other consideration for the same; and that in case the said *Nathaniel Nichols* shall not by his last will leave to, or otherwise secure for the said *Henrietta Merit*, during her life, the use of such house and household goods, furniture, plate, linen, china, and other things necessary for furnishing a house to the value of six hundred pounds, and which she shall enjoy during her life, without paying any rent or other considerations for the said house, furniture, household goods, plate, linen, china, and other things, the heirs, executors, or administrators of the said *Nathaniel Nichols* shall, at their own expence, costs, and charges, within the space of six calendar months, to be computed from the time of the death of the said *Nathaniel*

In default of will his personal representatives to provide the same.

A coach and
pair of horses to
be provided in
like manner ;

but the wife to
be at the ex-
pence of keep-
ing the same.

The husband
covenants
to give to the
wife, within 3
months after
marriage, jewels
to be used by
her during life.

niel Nichols, provide for the said *Henrietta Merit*, for the term of her life, such house and such furniture, household goods, plate, china, linen, and other things, and to such value as aforesaid, without her being subject or liable to pay any rent or other consideration whatsoever for the same. And also that he the said *Nathaniel Nichols* shall, by his last will and testament in writing, leave to, or otherwise secure for the said *Henrietta Merit*, absolutely and for her own use, from the time of the decease of him the said *Nathaniel Nichols*, a good, decent, and proper coach, and a pair of good and proper coach horses, for her own use and benefit ; and that if the said *Nathaniel Nichols* shall not by his will leave to, or otherwise provide for the said *Henrietta Merit*, such a coach and pair of horses for her own use and benefit, the heirs, executors, or administrators of him the said *Nathaniel Nichols* shall, within the space of three months, to be computed from the time of his decease, at their own costs and charges, provide for the said *Henrietta Merit* such coach and pair of horses for her own use ; but the said *Henrietta Merit* shall be obliged to keep the same at her own expence: AND LIKEWISE that he the said *Nathaniel Nichols*, his heirs, executors, or administrators, shall, within the space of twelve months, to be computed from the day of the solemnization of the said intended marriage, give to the said
Hen-

Henrietta Merit jewels and diamonds to the value of five hundred pounds sterling, including those he has already given her, and that the said *Henrietta Merit* shall hold and enjoy such jewels or diamonds during her life, for her own sole, peculiar, and personal use, without being subject to the debts, controul, disposal, or engagements of the said *Nathaniel Nichols*, or of any person or persons claiming under him; and that after her decease the same shall go and belong to the children or child of the body of the said *Henrietta Merit*, to be begotten by the said *Nathaniel Nichols*; but if there shall not be any such child living at the time of the death of the said *Henrietta Merit*, the said jewels and diamonds shall, immediately after her decease, go and belong to the said *Nathaniel Nichols*, his executors, administrators, or assigns. AND MOREOVER, that all the household goods, furniture, plate, pictures, linen, china, and ornaments which the said *Henrietta Merit* is at present possessed of, shall, in case she shall survive the said *Nathaniel Nichols*, go and belong absolutely to her, and be at her own disposal. And also, that he the said *Nathaniel Nichols* shall not carry the said *Henrietta Merit* out of that part of Great Britain called *England*, without her own free consent, to be testified by some writing signed by her, with her own hand, and attested by two witnesses: and likewise, that in case the said *Na-*

The wife's goods to belong to her absolutely.

She is not to be taken out of England without her own consent;

and in case the
husband goes
abroad, he is to
allow his wife
300l. per ann.

Nathaniel Nichols shall at any time or times go out of the kingdom of *Great Britain* into any other part of the world, he shall allow the said *Henrietta Merit*, for her support and maintenance, the clear sum of three hundred pounds of lawful money of and in *Great Britain*, yearly and every year, during such time as he the said *Nathaniel Nichols* shall be or reside out of the kingdom of *Great Britain*, and after that rate for every greater or lesser time than a year, that he the said *Nathaniel Nichols* shall be or reside out the said kingdom of *Great Britain*; and that the said herein before named trustees, their executors, administrators, and assigns, shall and may pay the same half yearly at *Christmas* and *Midsummer* in every year, by equal half yearly payments, out of the rents and profits of the said freehold and leasehold estates, and out of the interest and dividends of the said capital sums of four thousand pounds and five thousand pounds, and each of them; but nevertheless, without prejudice to the payment of the said yearly sum of one hundred and twenty pounds, the first payment thereof to be made on such of the said last mentioned feasts as shall happen next and immediately after the said *Nathaniel Nichols* shall go out of the kingdom of *Great Britain*; and further, that in case the said *Nathaniel Nichols* shall have any children or child by the said *Henrietta Merit*, he or the said trustees shall pay to the said *Henrietta Merit*,

(without prejudice to the
120l. per ann.
hereby secured
to her)

and an additional 100l.
per ann. in case
there shall be
issue of the
marriage.

Merit, out of the said freehold and leasehold estates, and the interest and dividends of the said capital sums of four thousand pounds and five thousand pounds, but without prejudice, as aforesaid, the further clear yearly sum of one hundred pounds, during such time as he shall be or reside abroad, and to be paid at the times and in the manner aforesaid. *And it is declared and agreed*, by and between all the said parties to these presents; and the said *Henrietta Merit*, doth hereby consent and agree to accept and take the provision before made for her, in and by these presents, for her jointure, and in lieu, bar, and full satisfaction of all such dower and thirds at the common law, or by the custom of any manor which she could or might have had, claimed or been intitled to, out of, or from any of the freehold or customary manors, lands, tenements, or hereditaments, whereof the said *Nathaniel Nichols* now is, or at any time during the said intended coverture between them, shall be seised of any estate of inheritance, and also in bar and full satisfaction of all such part or share of the personal estate of the said *Nathaniel Nichols*, which she the said *Henrietta Merit* may claim or be intitled unto by virtue of the statute for the distribution of intestate's estates, in case the said *Nathaniel Nichols* shall happen to die intestate. *AND for the further and better securing the performance and observance of all and every the covenants,*

5 M 2

The wife accepts the present provision in satisfaction of dower.

The husband binds himself to the performance of covenants,

venants, clauses, and agreements therein before mentioned and contained, on the part of the said *Nathaniel Nichols*, his heirs, executors, and administrators, to be done, observed, and performed, the said *Nathaniel Nichols* doth hereby firmly bind himself, his heirs, executors, and administrators, and every of them, unto the said *Tomkins Dew* and *Matthew Duane*, and the survivor of them, and to the executors and administrators of such survivor, in the sum of six thousand pounds of good and lawful money of *Great Britain* firmly, by these presents, to be paid to them the said *Tomkins Dew* and *Matthew Duane*, or to the survivor of them, or to the executors or administrators of such survivor. IN WITNESS whereof the said parties to these presents have hereunto set their hands and seals, the day and year first above written.

No II.

A Settlement before Marriage of Bank Annuities transferred by the Wife's Father to Trustees.

The parties.

THIS indenture tripartite, &c. between *Philip Amer* the elder, of *Fleet Street*, *London*, grocer, and *Anna Amer*, spinster, daughter of the said *Philip Amer* of the first part; *James Lann*, of the liberty of *Norton Folgate*, in the county of *Middlesex*, weaver, of the second part; and *Philip Amer* the younger, and *John Amer*, sons of the said *Philip*

Philip Amer the elder, and *Robert Wood* of *Fleet Street* aforesaid, grocer, and *John Lann*, of the liberty of *Norton Falgate*, aforesaid, weaver, of the third part. *Whereas* a marriage is intended to be shortly had and solemnized between the said *James Lann* and *Anna Amer*; and *whereas*, in consideration of the said intended marriage, and for making some provision for the said *Anna Amer*, in case the said marriage shall take effect, and she shall happen to survive the said *James Lann*, and for the issue of the said marriage, in case she shall die in his lifetime, it has been agreed between the said parties, that the sum of three thousand pounds, three *per cent.* consolidated bank annuities, which he the said *Philip Amer* the elder, hath agreed to give with his said daughter, as her marriage portion, shall be settled upon the trusts, and subject to the provisoes and agreements, herein-after mentioned, concerning the same. *And whereas*, in order to carry the said agreement into execution, he the said *Philip Amer* the elder hath, on or before the day of the date of these presents, transferred the said three thousand pounds bank annuities unto the said *Philip Amer* the younger, *John Amer*, *Robert Wood*, and *John Lann*; and the same is now standing in the joint names of them the said *Philip Amer* the younger, *John Amer*, *Robert Wood*, and *John Lann*, in the proper books kept for such purposes at the

A marriage intended.

The wife's father has agreed to transfer to trustees as a marriage portion bank annuities.

The transfer made.

The declaration of the trusts.

The trustees to possess the stock,

for the father till marriage,

then for the husband during life,

bank of *England*. Now THIS INDENTURE WITNESSETH, that in consideration of the said intended marriage, and in pursuance of the said agreement, it is hereby covenanted, concluded, and agreed by and between the said parties to these presents, that the said three thousand pounds annuity stock before mentioned, to be transferred to, and standing in the names of the said *Philip Amer* the younger, *John Amer*, *Robert Wood*, and *John Lann*, were and are so transferred unto them, and that they the said *Philip Amer* the younger, *John Amer*, *Robert Wood*, and *John Lann*, their executors and administrators, and such other trustee or trustees, in whom the trusts herein-after declared of and concerning the said trust annuities, shall or may, for the time being, devolve or be vested, by virtue of the provisoe herein-after in that behalf contained, his and their executors and administrators, shall and will stand and be possessed thereof, and of the interest and proceed thereof; *upon the trusts*, and to and for the ends, intents, and purposes hereinafter mentioned, expressed, or declared, of and concerning the same (that is to say) until the solemnization of the said intended marriage, IN TRUST for the said *Philip Amer* the elder, his executors, administrators, and assigns; and from and immediately after the solemnization thereof, UPON TRUST to pay unto, or otherwise to permit and suffer him the said *James Lann*, or his assigns, to

to receive and take the clear yearly interest, dividends, and proceed thereof, to and for his and their own use and benefit, for and during the term of his natural life, and from and immediately after the decease of the said *James Lann*, in case the said *Anna Amer*, shall survive him the said *James Lann*, her intended husband, then UPON TRUST to transfer and assign the said three thousand pounds annuity stock, unto the said *Anna Amer*, her executors or administrators, to and for her and their own use and benefit, or as she or they shall direct or appoint; but in case the said *Anna Amer* shall depart this life in the life-time of the said *James Lann*, her intended husband, leaving issue of her body, one or more child or children then living, then from and immediately after the decease of the said *James Lann*, upon trust for all and every the child and children of the said *James Lann*, on the body of the said *Anna Amer*, his intended wife to be begotten, to be equally divided amongst them, (if more than one) share and share alike, the share or shares of such of the said children as shall be a son or sons to be considered as a vested and transmissible interest, at his or their respective age or ages of twenty-one years, and of such of them as shall be a daughter or daughters, at her or their like age or ages, or day or days of marriage respectively which shall first happen, in case such period or event shall happen to all

and after his death, in case the wife survives, to transfer the stock to the wife;

but in case the wife dies in the husband's life-time, leaving issue,

upon trust after the death of the husband for the children of the marriage, share and share alike, to be transmissible, and vested as to sons at their age of 21 years, and, as to daughters, at the like age or day of marriage.

or any of them in the life-time of the said *James Lann* so surviving the said *Anna Amer* as aforesaid, and in such case, to be paid, assigned, and transferred to such child or children respectively, within three months next after his decease; but with respect to such child or children, as being a son or sons, shall be under the age of twenty-one years, at such the decease of the said *James Lann*, and such of them as being a daughter or daughters, shall be then under that age and unmarried, the share or shares of such son or sons to be paid, assigned, or transferred to him or them, at his or their respective age or ages of twenty-one years, and the share or shares of such daughter or daughters, at her or their like age or ages respectively, or day or days of marriage which shall first happen. *And upon trust* in the mean time from and after the death of the said *James Lann* so surviving the said *Anna Amer* his intended wife as aforesaid, until such share and shares shall become payable, to pay and apply the clear yearly dividends, interest, or proceed of the said three thousand pounds annuity stock, as the same shall, from time to time, be received, or such a competent part thereof as to the trustees for the time being shall seem meet, for or towards the maintenance and education of such child or children respectively, in proportion to their respective shares and interest therein. AND if any of such children shall die before

After the death of the husband surviving the wife the dividends to be applied towards the maintenance of the children until of age, &c.

The shares of dying children to be divided amongst the survivors.

fore his, her, or their share or shares of the said three thousand pounds annuity stock shall become vested as aforesaid, and as often as any such death shall happen, then as to the share or shares of such dying child or children respectively, not only of the principal, but also of the savings (if any) of the interest or dividends thereof. *Upon trust* for the survivors of them, equally to be divided amongst such survivors share and share alike, and to become a vested and transmissible interest, and to be paid, assigned, or transferred to him, her, or them respectively, when and as his, her, or their original part or parts is or are hereby declared to vest, and to be paid, assigned, or transferred as aforesaid, and also that such increased share and shares of the said trust annuities as may have accrued to any such deceased child or children respectively by the death or deaths of any other or others of them, shall from time to time survive, accrue or remain over, together with, and in the same manner, as his, her or their original portion or portions, and become vested and payable at the same time therewith.

AND if all such children, except one, shall die before their said portions or shares of the said three thousand pounds annuity stock shall become vested as aforesaid, or if there shall be only one such child, then *upon trust*, as to the said whole capital or sum of three thousand pounds annuity stock and all dividends and in-

In case all the children but one die, the whole stock to be transferred to such surviving child.

terest, savings, and increase thereof, for such one surviving or only child, and to become a vested and transmissible interest in such child, if a son at his age of twenty-one years, and if a daughter at her like age or day of marriage which shall first happen, if such period or event shall happen in the life-time of the said *James Lann* so surviving the said *Anna Amer* as aforesaid, and to be paid, assigned, or transferred to such one surviving or only child within three months next after his decease; but if such one surviving or only child being a son shall be under the age of twenty-one years at such the decease of the said *James Lann*, or being a daughter, shall be then under that age and unmarried, then to be paid, assigned, or transferred to such one surviving or only child, if a son, at his said age of twenty-one years, and if a daughter at her like age or day of marriage which shall first happen, but in case there shall not be any such child or children of the said intended marriage, or being such, they shall all happen to die before any of their said portions or shares shall become vested as aforesaid, then *upon trust*, that the said trustees for the time being, shall and do pay, assign, or transfer the said three thousand pounds annuity stock, and all dividends, interest, savings, and increase thereof, unto the said *James Lann* so surviving the said *Anna Amer* as aforesaid, his executors or administrators, to and for his and their

And if all the
children die, &c.

The stock to be
transferred to
the husband so
surviving the
wife.

their own use and benefit, or as he or they shall direct or appoint; PROVIDED *always* and it is hereby declared and agreed, by and between the said parties to these presents, that in case the said intended marriage shall take effect, and the said *James Lann*, shall survive the said *Anna Amer* his intended wife, and there shall be any child or children of the said marriage, then living, it shall and may be lawful to and for the said *James Lann*, at any time after the decease of the said *Anna Amer*, by any deed or writing under his hand and seal duly executed, and to be attested by two or more credible witnesses, and after his death, in case all the children of the said intended marriage shall not be then immediately intitled to their respective portions or shares of the said three thousand pounds annuity stock as aforesaid, then to and for the trustees for the time being, at his or their own discretion, from time to time, by any like deed or writing, to direct and determine upon the raising of any sum or sums of money, by sale, transfer, or assignment of a necessary and sufficient part of the said three thousand pounds, annuity stock, or any other security or securities, in which the said trust money, or any part thereof, may be invested, and of the money secured thereon, for the placing or putting out any child or children of the said intended marriage, as clerk or apprentice to any profession, trade, or business,

or

In case the husband survives, power granted to him to raise money for the advancement of the children;

or for his, her, or their preferment in marriage, or for his, her, or their benefit or advancement in the world, in any other manner, and for defraying all reasonable and proper charges attending the same; and the said trustees or trustee for the time being, of the said trust money or securities, are hereby authorised and directed to raise, pay, and apply such sum or sums of money accordingly, so as the money to be raised for each or any one child, for the purposes aforesaid, do not exceed the apparent share or interest of such child respectively; PROVIDED *also* that all such money as shall be so advanced with or for any child or children of the said intended marriage as aforesaid, shall be accounted and considered as part of his, her, or their portion or share of the said trust money and securities, under and by virtue of these presents, and shall be discounted or deducted therefrom, at the immediate time of advancing the same, so as not to prejudice any other child or children of the said marriage, in respect either of the principal or interest of his, her, or their respective share or shares of the same trust money and securities; PROVIDED *also* that it shall and may be lawful to and for the said *Philip Amer*, the younger, *John Amer*, *Robert Wood*, and *John Lann*, and the succeeding trustees or trustee for the time being, acting or appointed, under or in consequence of these presents, at the desire

which money is to be considered as part of the child's portion hereunder.

Power to change the present securities.

fire or with the consent and approbation of the said *James Lann* and *Anna Amer*, during their joint lives, and of the said *James Lann*, in case he survives the said *Anna Amer*, his intended wife as aforesaid, to be testified in writing under their hands, or the hand of the said *James Lann*, so surviving the said *Anna Amer* as aforesaid, to sell, transfer, and dispose of the said three thousand pounds annuity stock, or any part thereof, and to lend, place out, or invest the money arising by such sale or sales, and also any money which shall or may be paid in on account of the principal or capital of the said annuities, by way of annihilation, or otherwise, or which shall come to their or either of their hands, by any means whatsoever, in or upon any other of the publick or government funds or securities, in the name of such present or future trustees or trustee, and from time to time to call in and receive the money so placed out in securities, or any part thereof, and to sell, transfer, or assign, all or any such securities respectively, and again, to lend, place out, or invest the same monies, or any part thereof, in manner aforesaid, by whatsoever means it shall come to his or their hands, as often as shall be thought fit, or there shall be occasion, and such securities in which the said trust money or any part thereof, shall be so invested, shall and are hereby declared to be upon the same trusts, and
for

Manner of appointing new trustees.

for the same intents and purposes as are herein and hereby mentioned or declared, of and concerning the said three thousand pounds annuity stock, or such and so many of those trusts, as shall from time to time exist, or be capable of taking effect; *And it is hereby declared and agreed* that in case any of them the said *Philip Amer*, the younger, *John Amer*, *Robert Wood*, and *John Lann*, or any future or succeeding trustees or trustee, to be hereafter appointed, by virtue of these presents, shall die, or be desirous to relinquish the trusts aforesaid, at any time before the said trusts shall be fully executed and performed, or otherwise determined, it shall and may be lawful to and for the said *James Lann* and *Anna* his intended wife, during their joint lives, and after the decease of the said *Anna Amer*, in case the said *James Lann*, shall survive her, to and for him the said *James Lann*, and after both their deceases, then for the surviving and other trustees or trustee, and he and they is and are hereby required, as soon as may be after the death of any such trustee, or his desire of relinquishing the trust signified to him or them, to nominate and appoint some other fit and proper person or persons to be a new trustee or trustees, for the purposes aforesaid, in the place or stead, places or steads of him or them so dying or relinquishing, with the like power to the said *James Lann* and *Anna Amer*, during their joint lives, and to the said

said *James Lann* if he shall survive, the said *Anna Amer*, in case at any time of the death or relinquishing of all the trustees for the time being, and so from time to time, when and so often as during the existence of the aforesaid trusts, or any of them, the like case shall happen, and thereupon, and in every or any such case the said trust monies and securities, in and upon which the same shall be then placed or invested, or so much and such part thereof as shall then remain unapplied, to and for the uses or purposes aforesaid, shall with all convenient speed, be paid, assigned, or transferred, so and in such manner as that the same shall become fully and legally vested in the surviving or continuing trustees or trustee (if any such there be) and of such new appointed trustees or trustee as aforesaid; or if there shall be no such surviving or continuing trustee, then in the names of such new appointed trustees, in the manner aforesaid; but nevertheless upon and subject to the trusts before mentioned, or such of them as shall then exist, or be capable of taking effect, and such person or persons so to be appointed a trustee or trustees as aforesaid, shall and may from thenceforth act in the execution and business of the said trusts as fully and effectually, and with the same power and authority in all respects, and to all intents and purposes, and with the like indemnification, as he or they might or could have done, in

New trustees to
execute decla-
rations of trust.

Clause of in-
demnity to
trustees.

in case he or they had been originally by these presents or otherwise, appointed or made a trustee or trustees for the same purposes, any thing herein before contained to the contrary thereof in anywise notwithstanding; PROVIDED *always*, that upon every such appointment of a new trustee or trustees as aforesaid, he or they do immediately upon the said trust money or securities being paid, assigned, transferred, or conveyed to him or them, seal and execute, unto the person or persons, who for the time being shall be intitled to the benefit of the said trusts, one or more declaration or declarations of the trust or trusts of such money or securities, to the effect, and for the ends and purposes herein before mentioned or declared, of and concerning the same, or such and so many of them as at such time or times respectively shall exist, or be capable of taking effect; *And it is hereby further covenanted, declared, and agreed* by and between the said parties to these presents, that the said trustees, parties hereto, or any new or future trustee or trustees, to be hereafter appointed as aforesaid, or any of them, their or any of their executors or administrators, shall not be answerable or liable to make good any casual or involuntary loss which at any time or times may accrue or happen, of or unto the said trust money or the securities for the time being, on which the same shall be invested, or any part thereof, without his or their wilful default,

fault, nor shall they or any of them be answerable or accountable, the one for the other or others of them, or for the acts, deeds, receipts, payments, executors or administrators of the other or others of them, but each and every of them, for his own acts and deeds, receipts, and payments only, and for such monies only, as shall actually come to his and their several and respective hands, and not for any money for which they or any of them shall join in any transfers, or sign any receipt or receipts, for conformity only: and that it shall and may be lawful to and for them, and every of them, his, their, and each of their executors and administrators, from time to time, by and out of the trust monies which shall come to their or any of their hands, in the first place to deduct, retain, and reimburse to themselves or himself, all such loss, costs, charges, and expences as they or any or either of them shall or may respectively pay, suffer, sustain, expend, or be anyways put unto in or about the execution, management, or defence of all or any of the trusts herein before mentioned or created, or any matter or thing in anywise relating thereunto.

IN WITNESS, &c.

I have perused this draught, which is so accurately prepared, that I find no room to make any material alteration therein.

W. RIVET.

No. III.

A Settlement before Marriage, whereby the Husband in Consideration of the Wife's Fortune, conveys a Freehold Estate to Trustees, for the Purpose of paying the Rents to the Wife during Life, and after her Death to raise a Sum of Money, with the Payment of which the Wife is hereby empowered to charge the Estate.

THIS INDENTURE Tripartite, made the 15th day of June, in the tenth year of the reign of our sovereign lord George the Third, by the grace of God, of Great Britain, France, and Ireland, king, defender of the faith, &c. and in the year of our Lord 17—, between John Shep, of Hust Street, in the parish of St. James, Westminster, in the county of Middlesex, coal-merchant, of the first part; Martha Harris, of the parish of St. George the Martyr, in the said county of Middlesex, widow, of the second part; and William Ham, of the said parish of St. George the Martyr, in the same county, baker, and Joseph White, of the parish of St. Martin in the Fields, in the said county of Middlesex, carpenter, of the third part; AND WHEREAS by indentures of lease and release, bearing date respectively, on or about the 20th and 21st days of August, in the year of our Lord 17— and made or mentioned to be made, between
Joseph

Deeds of lease
and release.

Joseph Win, the elder, of the parish of *St. Andrew Holborn*, in the county of *Middlesex*, cheefemonger, and *Elizabeth* his wife, of the one part; and *David Dew*, of the other part; he the said *Joseph Win* the elder, in consideration of the sum of two hundred and fifty pounds, to him paid by the said *David Dew*, did grant and convey unto the said *David Dew*, his heirs and assigns for ever, ALL those three messuages or tenements of him the said *Joseph Win*, the elder, situate, standing, and being in the said parish of *Saint Andrew Holborn*, in the county of *Middlesex*, one of them fronting South on a street called *Holborn Street*, abutting East on a publick house called the *Canns* ale-house, and the lower part thereof abutting West on a gateway or passage leading out of *Holborn Street* aforesaid, into an alley, court, or street, called *W—— Court*, and the upper part of the same premisses or tenements, being built upon and extended half way over the said gateway or passage, and abutting West on a certain other publick house, built over the other half of the said gateway or passage, called the *Castle Tavern* or ale-house, which said messuage or tenement was formerly in the tenure or occupation of *Ann Bibbey*, afterwards of *James Bromley*, and then in the tenure or occupation of him the said *Joseph Win*, the elder, and the other two messuages or tenements, being situate, standing and lying on the East side of *W—— Court* aforesaid, adjoining

ing South to the back part of the said last mentioned messuage or tenement, being the first and second houses from the said gateway or passage, leading out by *Holborn*, unto *W—— Court* aforesaid, and formerly in the several tenures or occupations of *Griffith Peirce*, and *Edward Press*, and the first of the said last mentioned two messuages or tenements, having been late in the tenure or occupation of *Mathew Mull*, peruke maker, but was then untenanted, and the other of them then in the tenure or occupation of *Richard Roe*, butcher, and all houses, out-houses, edifices, buildings, yards, gardens, lands, tenements, ways, waters, water-courses, paths, gates, passages, lights, liberties, easements, profits, commodities, emoluments, advantages, and appurtenances whatsoever, to the said several messuages or tenements, hereditaments and premisses, or any of them, or any part or parcel of them, or any of them, belonging or in any wise appertaining, or accepted, reputed, taken, or known, as part, parcel, or member thereof, or therewith, usually held, used, occupied, or enjoyed; to hold the aforesaid three messuages or tenements, and all and singular other the premisses thereby granted and released, with their and every of their appurtenances, unto and to the use of the said *David Dew*, his heirs and assigns for ever; subject nevertheless to the provisoe and agreement for redemption of the same premisses therein-

therein contained; AND the said *Joseph Win*, the elder, did in and by the said indenture of release, for himself, and for the said *Elizabeth*, his wife, covenant and agree with the said *David Dew*, that they the said *Joseph Win*, the elder, and *Elizabeth* his wife, should at the proper costs and charges of him the said *Joseph Win*, the elder, as of *Michaelmas* Term then next ensuing, or some other subsequent term, upon the request of the said *David Dew*, his heirs, executors, or administrators, acknowledge and levy a fine, with proclamations, unto the said *David Dew*, and his heirs, of all the said messuages or tenements, hereditaments and premisses granted and released, in and by the said indenture of release, and which hath since been accordingly levied, which said fine so then agreed to be levied, was in and by the said indenture of release, declared to be and enure, unto and for the only proper use and behoof of him the said *David Dew*, his heirs and assigns for ever; subject to the proviso and agreements, for the redemption of the premisses next therein and herein after mentioned (that is to say) that if the said *Joseph Win*, the elder, his heirs, executors, administrators, or assigns, should well and truly pay or cause to be paid, unto the said *David Dew*, his heirs, executors, administrators, and assigns, at or in the common dining hall of the *Inner Temple, London*, the full and just sum of two

Subject to redemption.

Covenant to levy a fine.

Redeemable on payment of 250 l. and interest.

hundred and fifty pounds, of lawful money of *Great Britain*, with interest for the same, on the 21st day of *August* then next ensuing, and which would be in the year of our Lord 17— at and after the rate of five pounds for every hundred pounds, for a year, without any deduction or abatement, out of the same, or any part thereof, for or in respect of any taxes, charges, assessments, payments, or other matter, cause, or thing whatsoever, taxed, charged, or imposed upon the said premisses, or any or either of them, or upon the said *David Dew*, his executors, administrators, or assigns for or in respect thereof, by the authority of parliament, or otherwise howsoever; then and in such case the said *David Dew*; his heirs or assigns, should and would at any time then after, upon the request, and at the proper costs and charges in the law, of the said *Joseph Win*, the elder, his heirs, executors, administrators, or assigns, re-convey the said messuages or tenements, hereditaments and premisses, in and by the said indenture of release, granted and released, with their appurtenances, unto the said *Joseph Win*, the elder, his heirs, executors, administrators, or assigns, or as he, they, or any of them should in that behalf direct or appoint, free from all incumbrances made or done by the said *David Dew*, his heirs, executors, administrators, or assigns, or any other person or persons lawfully claiming or to claim, by, from, or under him, them,

them, or any of them; *And whereas* default was made in the payment of the said sum of two hundred and fifty pounds, to the said *David Dew*; at the day or time mentioned in the said proviso or condition, for redemption in that behalf, contrary to the true intent and meaning of the said proviso or condition, whereby the estate and interest of the said *David Dew*, of and in the said premisses mentioned or comprised in the said indentures of lease and release became absolute in law; *And whereas* by indentures of lease and release, bearing date respectively, on or about the 10th and 12th days of *May*, in the year of our Lord 17— made or mentioned to be made, between the said *Joseph Win*, the elder, of the one part; and *Thomas Win*, of *Bishopsgate Street, London*, pastry cook, of the other part; reciting that the said *Joseph Win*, the elder, had been some time since indebted to *Christopher Crow*, and *Thomas Cock*, of *Bridewell Precinct*, in the city of *London*, coal-merchants, in a considerable sum of money, for goods sold and delivered, they the said *Christopher Crow* and *Thomas Cock*, insisted on his the said *Joseph Win*, the elder, giving them a bond with another person, to be approved of by them, for the better securing of the sum of one hundred pounds, part of the said debt; and that the said *Joseph Win*, the elder, had applied to the said *Thomas Win*, to become bound with him the said *Joseph Win*, the elder, for securing the payment thereof,

Default made in payment.

Deed of lease and release.

which the said *Thomas Win* the elder immediately agreed to; and that accordingly they the said *Joseph Win* the elder and *Thomas Win* became bound in a bond or obligation, of a sufficient penalty, for securing the payment of the said sum of one hundred pounds to them the said *Christopher Crow* and *Thomas Cock*, with interest for the same, at the time and in the manner therein mentioned, which bond was since become forfeited, and then remained due and unsatisfied; *Therefore* as well in consideration that the said *Thomas Win* had, at the request of the said *Joseph Win*, become bound with, and as security for the said *Joseph Win*, for the payment of the said sum of one hundred pounds and interest to the said *Christopher Crow* and *Thomas Cock* as aforesaid, and to indemnify the said *Thomas Win* for so doing, and other the considerations in the said indenture of release mentioned, he the said *Joseph Win* did grant and convey unto the said *Thomas Win* and his heirs all those the said three messuages or tenements of him the said *Joseph Win* the elder, mentioned or contained in the said first above in part recited indentures, by such or the like descriptions as are therein likewise mentioned, or to the purport or effect thereof, with their and every of their appurtenances, to hold to the said *Thomas Win* his heirs and assigns, to the only proper use and behoof of the said *Thomas Win*, his heirs and assigns, for
ever,

ever, under and subject nevertheless to the proviso and condition therein and herein-after mentioned, that is to say, that if the said *Joseph Win* the elder, his heirs, executors, or administrators, or any of them, should well and truly pay, or cause to be paid, unto them the said *Christopher Crow* and *Thomas Cock*, their executors, administrators, or assigns, the sum of one hundred pounds mentioned and contained in the therein and herein before recited bond, together with interest for the same, on or before the 1st day of *June* then next ensuing, and also should save, keep harmless, and indemnified him the said *Thomas Win*, his heirs, executors, and administrators, and his and their goods and chattels, lands and tenements, of and from all damages, costs, charges, and expences which they or any of them should or might pay, bear, sustain, or be put unto for or by reason of his the said *Thomas Win*'s having become bound in the said bond, or otherwise relating thereto, that then the said indenture, and every matter and thing therein contained, should cease, determine, and be void to all intents and purposes: *And whereas*, by indentures of lease and release, bearing date respectively the 14th and 15th days of *August*, in the said year of our Lord, 17—, and made, or mentioned to be made, between the said *Joseph Win* the elder of the one part, and the said *Joseph Win* the younger of the other part, the said

redeemable on payment, of a sum of money, for which the grantee had entered into a bond on account of the grantor,

and for indemnifying him against such bond.

Indentures of lease and release

said indenture of release, reciting- that the said *Joseph Win* the elder had contracted and agreed with the said *Joseph Win* the younger, for the absolute sale and conveyance of all his the said *Joseph Win* the elder's right, title, equity of redemption, interest, claim, and demand whatsoever, of, in, and to the said several messuages or tenements, and premises therein and herein before mentioned, subject to the said mortgages or incumbrances at or for the price or sum of one hundred and thirty pounds, he the said *Joseph Win* the younger, undertaking to pay off and discharge the said bond and all interest due thereon, he the said *Joseph Win* the elder, in consideration of the said sum of one hundred and thirty pounds paid to him by the said *Joseph Win* the younger, and of his covenant in the said indenture of release for paying off the said bond and other considerations, did grant, bargain, sell, release, and confirm unto the said *Joseph Win* the younger, and his heirs, the said three messuages or tenements aforesaid, with the appurtenances, by the descriptions therein mentioned, and all the estate, right, title, equity of redemption, interest, use, trust, property, claim, and demand whatsoever, of him the said *Joseph Win* the elder, of, in, or unto the said messuages or tenements, to hold, to and to the use of the said *Joseph Win* the younger, his heirs and assigns for ever. By virtue of which said last men-

of the premises,
the grantee
undertaking to
pay off and dis-
charge the said
bond and all
interest.

mentioned indentures of lease and release, the said *Joseph Win* the younger became entitled to the said messuages or tenements and premisses subject as aforesaid, according to the tenor and effect thereof, but subject as aforesaid; *And whereas*, by certain indentures of lease and release, bearing date respectively, on or about the fourth and fifth days of *November*, in the year of our Lord 17—, and made, or mentioned to be made between the said *Thomas Win* of the one part, and the said *David Dew* of the other part, the said indenture of release being indorsed upon the said indenture of release of the 12th day of *May*, 17—, and reciting, that the within named *Joseph Win* had not, on or before the day and time, in and by the within provisoe mentioned for that purpose, paid, nor had he at any time since paid, or caused to be paid unto the said *Christopher Crow* and *Thomas Cock*, the said sum of one hundred and thirty pounds, with interest for the same, in discharge of the said bond, pursuant to the said provisoe and his covenant in that behalf made; but that the said *Thomas Win* had been called upon and been obliged by the said *Christopher Crow* and *Thomas Cock* to satisfy or discharge the said bond, and that he had accordingly paid to the said *Christopher Crow* and *Thomas Cock*, the sum of one hundred pounds, for the principal sum of money due thereon, and eight pounds seven shillings and sixpence for the interest

Deeds of lease
and release.

terest thereof; and that the said *Thomas Win* had otherwise necessarily paid and expended the sum of five pounds and five shillings for and on account of his the said *Thomas Win*'s becoming bound with the said *Joseph Win* as aforesaid, which being added to the principal and interest due on the said bond, made in the whole the sum of one hundred and thirteen pounds twelve shillings and sixpence, by means whereof the fee simple and equity of redemption of all and singular the within mentioned premises were become vested in him the said *Thomas Win* and his heirs, subject to the said mentioned mortgage made by the said *Joseph Win* to the said *David Dew*; and further reciting that the said *David Dew* had contracted and agreed with the said *Thomas Win* for all his the said *Thomas Win*'s estate, right, title, interest, equity of redemption, claim, and demand whatsoever, of, in, and to the said premises, at and for the price or sum of one hundred and thirteen pound twelve shillings and sixpence, he the said *Thomas Win*, in consideration of the said sum of one hundred and thirteen pounds twelve shillings and sixpence paid to him by the said *David Dew*, did bargain, sell, release, and confirm unto the said *David Dew* and his heirs, all those said three messuages or tenements, and all and singular other the said premises, with their and every of their appurtenances, and also all his the said *Thomas Win*'s estate, right,

whereby the equity of redemption was released to the mortgagee.

right, title, equity of redemption, interest, use, property, claim, and demand whatsoever, of, in, and to the same, and every part thereof, to hold to and to the use of the said *David Dew*, his heirs and assigns for ever; And whereas by indentures of lease and release, bearing date respectively the 10th and 11th days of *June*, 17—, the release being of three parts, and made, or mentioned to be made, between *Joseph Win* the younger, of the first part, the said *David Dew* of the second part, and *James Norris* of *White Waltham* in the county of *Berks*, gent. and the said *John Shep* party hereto, of the other part, reciting therein as is hereinbefore recited, and also reciting, that upon an account then stated between the said *David Dew* and the said *Joseph Win* the younger, there was justly due to the said *David Dew* for principal and interest, upon the said therein above mentioned or in part recited indentures of the 20th and 21st days of *August* 17—, and the said indentures of the 14th and 15th days of *November*, 17—, the sum of three hundred and ninety-nine pounds; and further also reciting, that the said *James Norris* and *John Shep*, party hereto, had then lately contracted or agreed with the said *Joseph Win* the younger, for the absolute purchase of the premises therein and herein before mentioned, or the equity of redemption thereof, at or for the price or sum of four hundred and eighty-five,

The premises conveyed to two purchasers, whereof the intended husband was one.

five pounds, clear of all incumbrances, except the said principal and interest so due thereon or charged upon the same as therein mentioned, and which was agreed or intended to be satisfied or discharged by the said *James Norris* and *John Shep*, by a competent part of the said purchase money for the said premises, it was therefore by the said now reciting indenture of release witnessed, that for the purpose of compleating the said purchase, and in consideration thereof, and also in consideration of the sum of three hundred and ninety-nine pounds to the said *David Dew* in hand paid by the said *James Norris* and *John Shep*, not only by and with the privity, but also by and with the express direction or appointment of the said *Joseph Win* the younger (testified by his being a party thereto) as in full of all monies, both principal and interest, due and owing to him the said *David Dew* upon the said recited indentures of the 20th and 21st days of *August*, 17—, and the said indentures of the 4th and 5th days of *November*, 17—, and also in part of the said sum of four hundred and eighty-five pounds so agreed to be paid by them the said *James Norris* and *John Shep*, as or for the purchase money for the said premises, he the said *David Dew*, not only by and with the privity, but also by and with the express direction and appointment of the said *Joseph Win* the younger, testified as aforesaid, did bargain,

bargain, sell, release, and confirm, and the said *Joseph Win* the younger, for the considerations aforesaid, and also in consideration of the sum of eighty-six pounds to him then paid by the said *James Norris* and *John Shap* in further part and in full of the said sum of four hundred and eighty-five pounds, the purchase money for the said premisses, did grant, bargain, sell, alien, release, ratify, and confirm unto the said *James Norris* and *John Shap*, their heirs and assigns, all those the said three messuages or tenements, and all and singular other the hereditaments and premisses mentioned or comprized in the therein and herein before in part recited indenture, in whose tenures, possessions, or occupations soever, the same or any of them then were or at any time or times since the making of those indentures had been, with all their rights, members, privileges and appurtenances whatsoever, to the same or any of them belonging, or in any wise appertaining, or to or with the same, then or at any time theretofore usually demised, used, occupied, possessed, or enjoyed. To hold the said three messuages or tenements, hereditaments, and all and singular other the premisses thereby released or intended so to be, with their and every of their appurtenances unto the said *James Norris* and *John Shap* their heirs and assigns, to the only proper use and behoof of the said *James Norris* and *John Shap*, their heirs and

and assigns for ever, in which said now reciting indenture of release, it is respectively declared and acknowledged by the said *James Norris* and *John Shep*, that one moiety of the said sum of four hundred and eighty-five pounds, the purchase money for the said premisses was the proper monies of the said *James Norris*, and that the other moiety thereof was the proper monies of the said *John Shep*, and that notwithstanding such their joint and equal interest in the said purchase, they did thereby for themselves severally, and for their several and respective heirs, executors, and administrators covenant and agree to and with each other and the heirs and assigns of each other, that no benefit or advantage whatsoever should accrue to either of them, by survivorship, but that upon the death of one of them before the other, one moiety of the said premisses with the appurtenances should go to the heirs of him so dying, in case he should not before have made any disposition thereof, and that in such case such of them as should so happen to survive and his heirs should stand and be seised thereof, with the appurtenances in trust, and for the sole and proper use and benefit of the heirs of such of them as should so happen to die, it being the intention of the said parties, and thereby declared so to be that the said premises should belong to the said *James Norris*, and *John Shep*, their heirs and assigns in moieties in like manner

manner, as if one moiety thereof had by the said now reciting indenture of release been limited or conveyed to the said *James Norris*, his heirs or assigns; and the other moiety thereof to the said *John Shap*, his heirs and assigns: And whereas by certain articles of agreement in writing indented, bearing date the third of May 17—, and made between the said *James Norris* of the one part, and the said *John Shap*, party hereto of the other part, therein reciting the said purchase made by the said *James Norris*, and *John Shap*, of the said three messuages or tenements; and also reciting that the said *James Norris*, and *John Shap*, had since the said purchase come to an agreement that in case either of them or the heirs, executors, or administrators of either of them, should be at any time thereafter inclined to sell, or dispose of his or their moiety of the said premises, that then the other of them, his heirs, executors, or administrators, should have the liberty of purchasing the same, in preference to any other person or persons, upon the terms or conditions therein after mentioned, or stipulated, of or concerning the same. It was therefore by such articles witnessed, that in consideration of the said agreement, and for other the considerations therein after mentioned, they the said *James Norris*, and *John Shap*, did covenant, promise, and agree, to and with each other of them their respective executors, and administrators, that

An agreement recited whereby the purchasers agree to give the other the preference of purchasing the moiety, in case the other should be inclined to dispose thereof

when and as soon as either of them, their respective heirs, executors, or administrators, should be inclined or think proper to sell, or dispose of his or their moiety, part or share of the said three messuages, tenements, or dwelling-houses, (so purchased by them jointly as aforesaid,) then and in such case such party, his respective heirs, executors, or administrators, should and would before he or they did proceed to sell, or dispose of the same to any other person, give to such other his heirs, executors, or administrators, twelve months notice in writing, of such his or their intention, and that upon such notice, the other party, his heirs, executors, or administrators, should be at liberty to contract for, and should be adjudged the purchaser of such moiety, part, or share of the said premisses so signified to him or them in writing as aforesaid to be sold, in preference to and before any other person or persons whatsoever, at any time before the end of the said term of twelve months, at and for a reasonable price or sum to be therefore paid by such party, his heirs, executors, or administrators for the same, if he or they should think proper so to do; and it is thereby further declared between the said parties thereto, that if they could not agree upon and fix between themselves the price or sum to be paid or given for the moiety of the said premisses so to be sold as aforesaid, or the valuation there-
of,

of, that then and in such case, the said parties, if living, and in case of their deaths, their heirs, executors, or administrators should nominate and choose two persons, one on the part of the buyer, and the other on the part of the seller, to fix and ascertain the valuation of such moiety of the said premises so to be sold as aforesaid, and the price or sum to be paid for the same, which valuation of the said two persons should be conclusive and binding, provided such valuation or price should be fixed and ascertained by writing, under the hands of such two persons, and ready to be delivered to each party, their heirs, executors, or administrators, on or before the end of six months, next after the date of such notice so to be given as aforesaid, and in case such two persons should not fix or ascertain such valuation or price in manner therein before directed, then that such two persons should nominate and call in to their assistance a third person for such purpose, and in such case the determination or judgment of the said two persons, together with the said third person, or of the said third person and either of the said two persons jointly should be conclusive and binding upon each party, their heirs, executors, and administrators; provided such last mentioned price or valuation shall be fixed and ascertained by writing, under the hands of such three persons, or under the hands of the said third person, and of either of the

said two other persons jointly and ready to be delivered to each party, their heirs, executors, or administrators, at or before the end of nine months next after such notice so to be given as aforesaid; in any of which cases, it is thereby further declared and agreed that the price or valuation so to be fixed and ascertained as and for the purchase money or consideration of such moiety of the said premises so to be sold as aforesaid, should be paid to the vendors or sellers thereof, by the purchaser or purchasers thereof, and that good and sufficient conveyances in the law should be executed of the same by the vendors or sellers thereof, to the purchaser or purchasers thereof, or to such person or persons as he or they should appoint, in trust for him or them, on or before the end of the said twelve months next after such notice so to be given as aforesaid; and for the true performance of the now reciting articles, each party did thereby bind himself his heirs, executors, and administrators to the other his executors, and administrators in the penal sum of two hundred pounds, as in and by the said several herein before recited indentures and articles (relation being thereunto respectively had) may more fully and at large appear. *And whereas* a marriage by God's permission is intended shortly to be had and solemnized between the said *Jahn Shep* and the said *Martha Harris*. NOW THIS INDENTURE

A marriage intended to be had,

In consideration whereof and of the wife's portion,

WIT-

WITNESSETH that in consideration of the said intended marriage and of the marriage portion of the said *Martha Harris* which he the said *John Shep* will be intitled unto upon the solemnization thereof, and as well for the settling and assuring of a competent jointure and maintenance upon and for the said *Martha Harris* during her life, as well for the other purposes hereinafter mentioned, and also for and in consideration of the sum of ten shillings of lawful money of *Great Britain* by the said *William Ham* and *Joseph White* to the said *John Shep* in hand, at or before the sealing and delivery of these presents paid, the receipt whereof is hereby acknowledged; and for divers other good causes and valuable considerations, him the said *John Shep* hereunto moving, he the said *John Shep* hath granted, bargained, sold, released, and confirmed; and by these presents doth grant, bargain, sell, release, and confirm unto the said *William Ham* and *Joseph White*, (in their actual possession, now being by virtue of a bargain and sale to them thereof, made by the said *John Shep* for five shillings consideration by indenture, bearing date the day next before the day of the date of these presents for one whole year commencing from the day next before the day of the date of the said last mentioned indenture of bargain and sale, and by force of the statute made for transferring uses into possession) and to their heirs. ALL that

and for settling a jointure upon the wife.

The husband releases, &c. to trustees.

A bargain and sale for a year.

The moiety of the premises.

General words.

one undivided moiety or equal half part, (the whole into two equal parts being divided) of him the said *John Shep* of and in all those the said three messuages or tenements herein before particularly mentioned and described, and situate, standing, and being on the North side of the said street called *Holborn* in *W. court* afore-said in the said parish of *Saint Andrew, Holborn*, in the county of *Middlesex*, (and which three messuages or tenements were some time since purchased by him the said *John Shep* and the said *James Norris* of *Joseph Win* the younger, and are particularly mentioned and described in the said herein before recited indentures of lease and release of the 10th and 11th days of *June 17*—) and of and in all houses, out-houses, edifices, buildings, yards, gardens, lands, tenements, ways, waters, watercourses, paths, gates, passages, lights, liberties, easements, profits, advantages, emoluments, hereditaments, and appurtenances whatsoever, to the said three several messuages or tenements or any of them belonging, or in anywise appertaining, or with them or any of them, held, used, occupied, possessed or enjoyed, or accepted, reputed, deemed, taken, or known as part, parcel, or member of them or any of them, and the reversion and reversions, remainder and remainders, yearly and other rents, issues, and profits of the said undivided moiety hereditaments and premisses hereby granted or intended

intended so to be, and all the estate, right, title, interest, use, trust, property, claim, and demand whatsoever, both at law and in equity, and in possession, remainder, expectancy or otherwise howsoever, of him the said *John Shep* in and to the same premisses every or any part thereof. To HAVE AND TO HOLD the said undivided moiety or equal half part of and in the said three messuages or tenements, and all and singular other the said hereditaments and premisses hereby granted and released, or intended so to be, and of and in their and every of their appurtenances unto the said *William Ham* and *Joseph White*, their heirs and assigns. *To the uses, upon the trusts*, and for the intents and purposes hereinafter expressed and declared, of and concerning the same (that is to say) *To the use* and behoof of the said *John Shep*, his heirs and assigns until the said intended marriage shall be had and solemnized, And from and after the solemnization thereof, *To the use* of the said *William Ham* and *Joseph White* their heirs and assigns. *In trust nevertheless* to pay the yearly and other rents, issues, and profits of the said undivided moiety, hereditaments and premisses hereby granted and released, or intended so to be, and of every part thereof, into the proper hands of the said *Martina Harris*, for and during the term of her natural life for her own sole and separate use and benefit, and notwithstanding her coverture, and

Habendum in fee.

Upon trusts.

To the use of husband till marriage,

afterwards to the trustees in fee,

in trust to apply the rents to the use of the wife for life,

and after the wife's death to raise a sum of money to be disposed of according to the wife's appointment,

and subject thereto to the use of the husband in fee.
Power granted to the wife to charge the estate with the payment of 200 l. by will,

without being subject to the debts, controul, forfeiture, disposal, or engagements of the said *John Shep*, and for which her own receipts whether she shall be covert or sole shall be good and effectual discharges, and from and after the decease of the said *Martha Harris*. In trust by sale, and by and with, and out of the rents, issues and profits of the said hereditaments hereby released, to raise and pay any sum or sums of money (not exceeding in the whole the sum of two hundred pounds,) as the said *Martha Harris* shall, by virtue of the power herein after contained, charge the said premisses; and subject thereto to the use of the said *John Shep* his heirs and assigns; Subject nevertheless to the proviso or condition next hereinafter contained, that is to say, *Provided always*, and it is hereby declared and agreed, by and between the said parties hereto, that it shall and may be lawful to and for the said *Martha Harris*, at any time after the said intended marriage shall take effect, and notwithstanding her coverture, by any deed or deeds, with or without power of revocation to be sealed and delivered by her, in the presence of, and attested by two or more credible witnesses, or by her last will and testament in writing, or any writing purporting to be her last will and testament, or any codicil or codicils, to be by her signed and published in the presence of, and attested by three or more credible witnesses, to charge the said hereby

hereby released premisses, or any part thereof, with the payment of any sum or sums of money not exceeding in the whole the sum of two hundred pounds, to such person or persons she shall think proper, so as the same be not made payable till after the decease of the said *John Shep*, party hereto; AND it is hereby declared and agreed, by and between the said parties to these presents, that it shall and may be lawful to and for the said *Martha Harris*, during her life, and after her decease, for the said *John Shep*, in case he shall survive her, by indenture under their respective hands and seals, to demise and lease the same premisses, or any part thereof, to any person or persons, for any term or number of years not exceeding twenty-one years, in possession, but not in reversion, or by way of future interest, so as upon every such lease there be reserved and made payable, during the continuance thereof respectively, to be incident to, and go along with the reversion expectant on the same, the most and best improved yearly rent or rents that can be reasonably had or obtained for the same, without taking any sum or sums of money, or other thing, by way of fine or income, for or in respect of such lease or leases, and so as none of the said lease or leases be made dishonourable of waste, by any express words therein, and so as in every such lease there be contained a clause of re-entry for non-payment

Power to grant leases.

The husband
covenants that
he is seised in
fee.

and hath right
to convey

of the rent or rents to be thereby reserved, and so as the lessee and lessees to whom such lease or leases shall be made, seal and deliver counterparts of such lease and leases; AND the said *John Shep*, for himself, his heirs, executors, and administrators, doth covenant, promise and agree to and with the said *William Ham* and *Joseph White*, their executors and administrators by these presents, in manner following (that is to say) that for and notwithstanding any act, deed, matter, or thing by him heretofore had, made, done, executed, committed, or wittingly or willingly suffered to the contrary, he the said *John Shep*, at and immediately before the sealing and delivery of these presents, is rightfully, lawfully, and absolutely seised of and in one moiety or equal half part of and in the said three messuages or tenements herein before mentioned, of a good, sure, perfect, and indefeazable estate of inheritance in fee-simple, and now hath in himself good right, full power, and lawful, and absolute authority to grant, bargain, sell, and convey the same, and every part and parcel thereof, with the appurtenances, unto the said *William Ham* and *Joseph White*, their heirs and assigns, to and for the uses, intents, and purposes herein before mentioned and declared, and in manner aforesaid, and that the said moiety or half part, and all and singular other the said premisses hereby granted and released,

or

or intended so to be, now are and shall from henceforth remain, be, and continue free and clear, or otherwise, well and sufficiently saved, kept harmless and indemnified, by him the said *John Shap*, his heirs, executors, administrators, or assigns, of, from, and against all and all manner of former and other gifts, grants, leases, estates, titles, charges, and incumbrances whatsoever, had, made, done, executed or committed, or wittingly or willingly suffered by him the said *John Shap*, or by, through, with, or under his act, means, neglect, default, or procurement; *And further* that he the said *John Shap*, and his heirs, and all and every other person or persons whatsoever, having or lawfully claiming any estate or interest, of, in or to the said moiety or half part, and the said premisses hereby granted and released, or intended so to be, or any part or parcel thereof, by, from, or under him, shall and will from time to time, and at all times hereafter, at or upon the reasonable request of the said *William Ham* and *Joseph White* their heirs or assigns, but at the costs and charges of the said *John Shap*, his heirs, executors, or administrators, make, do, acknowledge, levy, execute, and suffer, or cause to be made, done, acknowledged, levied, executed, and suffered, all and every such further and other lawful and reasonable act and acts, deed and deeds, thing and things, assurances and conveyances in the law, for the better

and will execute further assurances.

ter

ter and more perfect assuring the said premisses hereinbefore mentioned and hereby released or intended so to be, to the uses, for the intents and purposes, and upon the trusts herein before expressed or declared concerning the same, as by the said *William Ham* and *Joseph White*, their heirs or assigns, their or any of their counsel learned in the law, shall be reasonably devised, advised, or required; And lastly, it is hereby agreed between the said parties hereto, that neither of them the said *William Ham* and *Joseph White*, or the heirs, executors, or administrators, of either of them, shall be answerable for the act, deed, receipt, or default of the other of them, his heirs, executors, or administrators, but each for himself, and his own heirs, executors, and administrators and his and their own acts, deeds, and receipts only, and that it shall and may be lawful to and for the said *William Ham* and *Joseph White*, their heirs, executors, and administrators, to deduct and retain out of the said trust estates, rents, issues, and profits, all costs, damages, and expences, which they, any or either of them, shall or may from time to time be put unto, or expend, for or on account of the several trusts hereby in them reposed, or in or about the discharge, defence, or execution thereof, or any part thereof in anywise howsoever relating thereto. IN WITNESS, &c.

I approve of this draught.

M. DUANE.

A Set-

A Settlement before Marriage, whereby the Father of the intended Husband, assigns a considerable Leasehold Estate to Trustees, in order to secure to the Wife for her separate Use, during Coverture, the Payment of an Annuity: after the Death of Husband and Wife, the Trustees are to stand possessed of the Premises, for the Benefit of the Children of the Marriage.

THIS INDENTURE of four parts, &c. between *Jenner Way*, of *Newgate Street*, in the city of *London*, esq; of the first part; *John Way*, of the same place esq; (only son of the said *Jenner Way*) of the second part; *Mary Ford*, spinster, daughter and only child of — *Ford*, late of the island of *Jamaica*, esq; deceased, of the third part; and *Richard Rose*, of *Rosehill*, in the county of *Suffolk*, esq; and *John Horn*, of *Hadley*, in the county of *Middlesex*, gentleman, of the fourth part; Whereas by indenture of lease bearing date on or about the 14th day of *June*, which was in the year of our Lord 17— and made or mentioned to be made, between the right worshipful *Hugh Thomas*, doctor in divinity, dean of the cathedral church of the holy and undivided Trinity of *Ely*, and the chapter of the same church of the one part; and the said *Jenner Way* of the other part; the said dean and chapter, with one assent and consent, for the considerations therein mentioned,

A lease to the father of the intended husband,

tioned, did for themselves, and their successors, demise, grant, and to farm let, unto the said *Jenner Way*; all those three messuages, and one stable, or still house, erected and built upon the tofts, pieces, or parcels of ground in the ground plot or platform thereunto annexed, particularly described, then or then late called or known by the names or signs of the *Lyon*, the *Black Swan*, and the *Angel*, sometime in the several tenures or occupations of *William Lawrence*, *Edward Wick* and the said *Jenner Way*, (that is to say) that messuage called the *Lyon*, was then late in the tenure or occupation of *William Lawrence*, turner, but then of *Robert James*, lace and fringe maker, and bearing the sign of the *Lamb*, that called the *Black Swan* was then, late in the tenure or occupation of *Edward Wick*, bookseller, which had then the name or sign of the *Greyhound*, and was then in the tenure and occupation of *Robert Hod*, druggist and chemist, and that called the *Angel*, and the said stable, then a still-house, was then and now is in the tenure or occupation of him the said *Jenner Way*, which said messuages or tenements are situate, lying, and being on the North side of *Newgate Street*, within *Newgate*, over against the *White Friars* in the parish of *Ewin*, then and now called *Christ Church*, in *London*, aforesaid, together with all ways, passages, lights, easements, watercourses, privileges, advantages,

com-

commodities, and appurtenances whatsoever to the said premises belonging, or in any wise appertaining, to hold unto the said *Jenner Way*, his executors and administrators, from the day of the date thereof, for and during, and unto the full end and term of forty years from thence next ensuing, and fully to be compleat and ended, at and under the yearly rent of twelve pounds, payable quarterly, as therein mentioned, free from all taxes, charges, and assessments whatsoever, as in and by the said recited lease, relation being thereto had, may appear: *And whereas* a marriage is intended, by God's permission, to be shortly had and solemnized between the said *John Way* and *Mary Ford*: NOW THIS INDENTURE WITNESSETH, that for and in consideration of the said intended marriage, and of the portion or fortune which the said *John Way* will receive with the said *Mary Ford* in marriage, in case the same shall take effect; and also for and in consideration of the natural love and affection which the said *Jenner Way* hath and beareth to the said *John Way* his son, and for making a provision for the sole and separate use of the said *Mary Ford*, notwithstanding her said intended coverture, and for assigning and assuring the said messuages or tenements and premisses upon the trusts, and for the ends and purposes herein-after mentioned and declared concerning the same; and of the sum of ten shillings by the said *Richard Rose* and

a marriage intended,

in consideration whereof, and of the wife's fortune;

and for making a provision for the sole use of the wife notwithstanding coverture, and for settling the premises,

the father
assigns

the premises.

Habendum to
trustees for the
residue of the
term.

and *John Horn* to the said *Jenner Way* in hand, at or before the sealing and delivery of these presents, well and truly paid, the receipt whereof is hereby acknowledged, he the said *Jenner Way* hath bargained, sold, assigned, transferred, and set over, and by these presents doth bargain, sell, assign, transfer, and set over unto the said *Richard Rose* and *John Horn*, their executors, administrators, and assigns, all those the said messuages or tenements, stable, or still-house, buildings, and all and singular other the premises in and by the said recited indenture of lease, demised, or mentioned, or intended to be demised to the said *Jenner Way*, with their and every of their appurtenances, and all the estate, right, title, interest, term of years yet to come and unexpired, property, claim, and demand whatsoever of him the said *Jenner Way* of, in, and to, or out of the same premises, and every or any part thereof, *to have and to hold* the said messuages or tenements, stable, or still-house, and all and singular other the premises hereby assigned or mentioned, or intended so to be, with their and every of their appurtenances unto the said *Richard Rose* and *John Horn*, their executors, administrators, and assigns from henceforth, for and during all the rest, residue, and remainder now to come and unexpired of the said term of forty years, in and by the said recited indenture of lease granted thereof as aforesaid (subject nevertheless

less to the rent and covenants therein reserved and contained on the tenant or lessee's part from henceforth to be paid, done, and performed), upon such trusts nevertheless, and to and for such intents and purposes as are hereinafter mentioned, expressed, and declared of and concerning the same (that is to say), in trust for the said *Jenner Way*, his executors, administrators, and assigns, until the solemnization of the said intended marriage; and from and after the solemnization thereof, then upon trust, that they the said *Richard Rose* and *John Horn*, and the survivor of them, and the executors or administrators of such survivor, do and shall, during the joint lives of the said *John Way* and *Mary* his intended wife, pay, or cause to be paid, by and out of the rents and profits of the said premises, the yearly sum of eighty pounds of lawful money of *Great Britain*, clear of all taxes and other deductions whatsoever, to the proper hands, of the said *Mary Ford*, for her own sole and separate use and disposal, or to such person or persons, and for such uses as she the said *Mary Ford*, by writing under her hand, notwithstanding her coverture, shall from time to time direct or appoint; and that the said *John Way*, her intended husband, shall not, nor will intermeddle therewith, neither shall the same be subject or liable to his controul, debts, or engagements, and the receipt of the said *Mary Ford* shall from time to time be a sufficient dis-

in trust for the father till marriage; afterwards upon trust that the trustees, out of the rents of the premises, pay to the intended wife an annuity during coverture,

and permit the husband to receive the residue of the rents,

and after the death of husband, to permit the wife to receive the whole rents,

charge for so much thereof as shall be therein acknowledged to be received, the said yearly sum to be paid quarterly, on the four feast days hereinafter mentioned (that is to say), the feasts of *Saint Michael* the archangel, the birth of our Lord *Christ*, the annunciation of the Blessed Virgin *Mary*, and the Nativity of *Saint John* the Baptist in each year by even and equal portions, the first payment thereof to begin and be made on such of the said feast days as shall first happen next after the solemnization of the said intended marriage, *and upon this further trust*, that they the said *Richard Rose* and *John Horn*, and the survivor of them, his executors, administrators, and assigns, shall and do permit and suffer the said *John Way* and his assigns to receive and take the residue and remainder of the rents, issues, and profits of the said premises, after payment of the said yearly sum of eighty pounds to the said *Mary Ford* in manner aforesaid, and subject thereto, to and for his and their own use and benefit, for and during such part of the remainder of the said term of forty years therein as he shall happen to live: *And* from and after the decease of the said *John Way*, *upon trust*, to permit and suffer the said *Mary Ford* and her assigns (if she shall survive the said *John Way* her intended husband) to receive and take the clear rents, *issues*, and profits thereof, to and for her and their own use and benefit, for and during such part of the

the then remainder of the said term of forty years therein, as she shall happen to live, for her jointure, and in lieu, bar, and satisfaction of her dower, and of all right and title of dower or thirds at common law which she can or may have or claim, of, in, to, or out of all and every or any of the manors, messuages, lands, tenements, and hereditaments, whereof or wherein the said *John Way* now is, or at any time or times hereafter, during the coverture between them, shall be seised of any estate of freehold or inheritance: *And* from and immediately after the several deceases of the said *John Way* and *Mary* his intended wife, then upon trust for all and every or such one or more of the child or children of the said *John Way* on the body of the said *Mary* his intended wife to be begotten, and the issue of such child or children, in case any of them shall be then dead, leaving issue, for such estate and estates, terms or interests, and in such parts and proportions (if there shall be more such children than one), and with and under and subject to such limitations and restriction, and subject to such payments and conditions as they the said *John Way* and *Mary* his intended wife, during their joint lives, by any writing or writings, under both their hands and seals, attested by two or more credible witnesses, shall from time to time direct, limit, or appoint: and in

in bar of dower;

and after the death of husband and wife, upon trust for the children, in proportions according to the joint appointment of husband and wife during life;

and for default
of joint appoint-
ment;

then according
to the appoint-
ment of the
survivor;

and in default
of such appoint-
ment

to the use of
the first son at-
taining the age
of 21;

but in case of
no son or sons,

default of such joint direction or appointment, or in case any such shall be, when and so soon as the estates and interests thereby limited shall respectively end and determine, and as to such part or parts of the premises whereof there shall not be any such direction or appointment made; then as the survivor of them the said *John Way* and *Mary* his intended wife shall, after the death of the other of them, by any writing or writings under his or her hand and seal, attested by two or more credible witnesses, or by his or her last will and testament in writing, or any writing in the nature of, and purporting to be his or her last will and testament to be by him or her signed, sealed, and published in the presence of the like number of witnesses, direct, limit, or appoint the same: *And* in default of any such direction or appointment as aforesaid; and as to so much of the premises whereof there shall not be any such direction or appointment made, and as any such estates and interests so to be appointed shall end or determine, *to the use and behoof* of such son of the said *John Way* on the body of the said *Mary* his intended wife to be begotten, as shall first attain the age of twenty-one years, his executors, administrators, and assigns, for and during all the then residue of the said term of forty years therein; but in case there shall not be any such son or sons of the said *John Way* by the said *Mary* his intended

intended wife, or being such, they shall all happen to die before any of them shall have attained the said age of twenty-one years, *then upon trust* to and for the use and behoof of all and every the daughter and daughters of the said *John Way* on the body of the said *Mary* his intended wife to be begotten, who shall live to attain the age of twenty-one years, or be married with the consent of the said *John Way* and *Mary* his intended wife, or the survivor of them, which shall first happen, to be equally divided amongst them (if more than one) share and share alike, to take as tenants in common, and not as joint tenants, their executors, administrators, and assigns; and in case one or more of such daughters shall happen to die before she or they shall attain her or their age or ages of twenty-one years, or shall be married, without issue of her or their body or bodies, then as to the share or shares of her or them so dying, to the use of the survivors or survivor of them, when they shall attain the age of twenty-one years or be married, share and share alike, to take as tenants in common, and not as joint tenants, their and each of their several and respective executors, administrators, and assigns; and in case all such daughters but one shall happen to die before they attain the age of twenty-one, or shall be married, leaving no issue, or if there shall be but one such daughter, then to the use of such only

then upon trust for daughters equally, who shall live to the age of 21 or be married with the consent of parents.

The rents to be applied towards the maintenance of children,

in case of default of issue,

in trust for husband,

In case of any appointment, the child in whose favour the same shall be made shall not be intitled to claim under this settlement,

daughter when she shall attain the age of twenty-one years or be married, and of her executors, administrators, and assigns; *And upon trust* in the mean time, from and after the decease of the survivor of them the said *John Way* and *Mary* his intended wife, to pay and apply the clear yearly rents, issues, and profits of the said premises for or towards the maintenance and education of such child or children respectively as would be intitled to the said premises in case he, she, or they had attained the age of twenty-one years, and in proportion to the several shares and interests which at that age will severally vest in him, her, or them respectively; *but in case there shall not be any issue* of the said intended marriage, or being such they shall all happen to die before any of them shall become intitled to the said hereby assigned premises, by virtue of the limitations aforesaid; then *In trust* for the said *John Way*, his executors, administrators, and assigns, during the then residue of the said term of forty years therein; *Provided always* that in case of any such direction or appointment as aforesaid, the child or children in whose favour or for whose provision the same shall be made, shall not be intitled to, or have, or claim any part or share of the remainder of the said premises, whereof there shall not be any direction or appointment made, but shall be entitled only

to

to such share and proportion, shares and proportions thereof, as he, she, or they can or may have or claim under such direction or appointment, unless the same shall be expressly provided for and ordered, by such direction or appointment; *Provided also nevertheless*, and it is hereby agreed by and between all and every the parties hereto, that in case the said *John Way*, shall from time to time, and at all times during the joint lives of him, and the said *Mary Ford*, his intended wife, well and truly pay, or cause to be paid unto the said *Richard Rose* and *John Horn*, their executors, administrators, and assigns, the said sum of eighty pounds, by four quarterly payments, to the end intent, and purpose that they the said *Richard Rose* and *John Horn*, their executors, administrators, or assigns, shall and may therewith answer and pay the same annuity of eighty pounds, to the said *Mary Ford*, from time to time as the same shall become due and payable, for her own sole and separate use and disposal, during her coverture as aforesaid, that then and so long as such payments shall be made, they the said trustees shall pay the rents and profits of the said premises, or permit the said *John Way*, to receive and take the same, to and for his own sole use and benefit, any thing herein before contained to the contrary thereof in anywise notwithstanding; AND the said *John Way*, for himself, his executors and administrators, doth covenant, promise and agree,

(unless ordered by the appointment).

Provido that the husband may enjoy the premises in case he shall pay the annuity.

Covenant from intended husband that he will pay the annuity,

to and with the said *Richard Rose* and *John Horn*, their executors, administrators, and assigns, by these presents, in manner following (that is to say) that in case the said intended marriage shall take effect, he the said *John Way* shall and will yearly and every year, during the joint lives of him and the said *Mary Ford*, his intended wife, well and truly pay, or cause to be paid unto the said *Richard Rose* and *John Horn*, their executors, administrators, and assigns, the clear yearly sum of eighty pounds, of lawful money of *Great Britain*, by quarterly payments, on the four feast days herein before mentioned, to the end, intent, and purpose, that they the said *Richard Rose* and *John Horn*, their executors, administrators, or assigns, shall and may pay the same to the said *Mary Ford*, for her own sole and separate use and disposal, during her coverture, in satisfaction and discharge of the annuity of eighty pounds, agreed to be paid her out of the rents and profits of the said premisses as aforesaid; And also that he the said *John Way*, his executors or administrators, shall and will at his and their own proper costs and charges, from time to time during the joint lives of the said *John Way* and *Mary* his intended wife, and the life of the survivor of them, at the usual and accustomed times for that purpose, cause and procure, or do his or their utmost endeavour to procure a new lease or leases, to be granted to the said *Richard Rose* and *John Horn*, their executors or
admini-

and likewise
procure new
leases.

administrators, of all and every the said hereby, or mentioned to be hereby assigned premises, with their appurtenances, for the said term of forty years therein, at and under the like rent and covenants as the said premises are now held; and bear pay, and satisfy all fines and other incident charges, of and for such renewals; *And it is hereby declared and agreed* by and between the said parties to these presents that they the said *Richard Rose* and *John Horn*, their executors, administrators, and assigns, shall from time to time, as often as there shall be occasion, surrender, or cause to be surrendered, the lease, then in being, of the said premises, in order that the same may be from time to time renewed as aforesaid; all which new leases hereafter to be taken of the said premises, shall from time to time remain, continue, and be subject and liable to the like trusts as are herein before declared, of and concerning the said hereby assigned term therein: *And further* that it shall and may be lawful to and for the said *Richard Rose* and *John Horn*, their executors or administrators, from time to time, with the consent and approbation of the said *John Way* and *Mary* his intended wife, and the survivor of them, by indenture, under their hands and seals, to demise the said premises, or any part thereof, for any part of the then unexpired term therein, not exceeding 21 years in possession, and not in reversion, or by way of future

New leases to be subject to the same trusts as aforesaid.

The trustees with privy may demise the premises.

future interest, at the best and most improved yearly rent that can be reasonably got for the same, without taking any sum or sums of money, or other thing, by way of fine or income, for or in respect of such lease or leases, so as none of the said leases be made punishable of waste, and that in every such lease there be inserted a clause of re-entry, for non-payment of the rent or rents to be thereby reserved; and that the lessee and lessees to whom such lease or leases shall be made, seal and deliver counterparts of such lease and leases; AND the said *Jenner Way*, for himself, his executors, and administrators, doth covenant, promise, and agree, to and with the said *Richard Rose* and *John Horn*, their executors, administrators, and assigns, by these presents, in manner following, (that is to say) that the said messuages or tenements, and premises herein before mentioned to be hereby assigned, shall or lawfully may from time to time, remain, continue, and be, to and for the several uses, intents, and purposes, upon the trusts, and under, and subject to the provisos and agreements in and by these presents expressed and declared, of, and concerning the same; *And shall* and may be accordingly peaceably and quietly held and enjoyed, without the lawful let, suit, or interruption of, or by the said *Jenner Way*, his executors, administrators, or assigns, or any other persons lawfully claiming or to claim any estate, right, title,

Covenant from the father that the premises shall continue to the same uses,

may be peaceably enjoyed,

in Conveyancing.

title, or interest, of, in, to, or out of the said premisses, or any part thereof, from, by, under, or in trust for him, them, or any of them,

And that free and clear, and freely and clearly acquitted, exonerated, and discharged, or otherwise, by the said *Jenner Way*, his executors, or administrators, well and sufficiently saved, kept harmless, and indemnified, of, from, and against all and all manner of former and other gifts, grants, bargains, sales, mortgages, statutes, recognizances, judgments, executions, rents, arrears of rent, forfeitures, estates, titles, troubles, charges, and incumbrances whatsoever, had, made, done, committed, or suffered, or to be had, made, done, committed, or suffered by the said *Jenner Way*, his executors or administrators (except the rent and covenants in the said recited indenture of lease reserved and contained, and the leases granted to the under-tenants of the said premisses, whereupon the improved yearly rent is made payable)

And moreover that he the said *Jenner Way*, his executors or administrators, and all and every other person and persons having or lawfully claiming or to claim, any estate, right, title, trust, or interest, of, in, to, or out of the aforesaid premisses, or any part thereof, from, by, or under, or in trust for him or them, shall and will at any time or times hereafter upon the request of the said *Richard Rose* and *John Horn*, or the survivor of them, his executors or administrators, but at the proper costs and

charges

free from further incumbrances.

Covenant for further assurances.

charges in the law of the said *John Way*, his executors or administrators, make, do, and execute, or cause to be made, done, and executed all such further and other lawful and reasonable acts, conveyances, and assurances in the law whatsoever, for the further and better assigning and assuring the said premisses, with their appurtenances, to the uses, upon the trusts and subject to the agreements hereinbefore expressed and declared of and concerning the same, as by the said *Richard Rose* and *John Horn* or either of them, their or either of their executors or administrators or their counsel learned in the law shall be advised or required. And lastly, it is hereby declared and agreed by and between all the said parties to these presents, that the said *Richard Rose* and *John Horn* or either of them, their, or either of their executors or administrators, shall not be charged or chargeable with, or accountable for any more monies than they respectively shall actually receive by virtue of the trusts aforesaid, nor with or for any loss or deficiency that may happen of, or in the said trust premisses, without their wilful default, nor the one of them for the other of them, or for the acts, deeds, or defaults, the one of the other, but each of them for his own acts and deeds, and defaults only, and that it shall and may be lawful to and for the said *Richard Rose* and *John Horn* and each of them, their, and each of their executors, administrators,

ministrators, and assigns, in the first place, by and out of the said trust premises, to deduct and reimburse him and themselves respectively, all such loss, costs, charges, damages, and expences, as they or any of them shall sustain, expend, or be put unto, for or by reason of the trusts hereby in them reposed, or the management or execution thereof, or any other thing in any wise relating thereunto. IN WITNESS, &c.

I have perused this draught on the behalf of Mr. *Way*.

S. SALT.

Articles entered into, previous to Marriage, whereby the Father agrees to admit the intended Husband to a Share in Trade, and the Parents of the intended Wife also agree to advance him Monies in lieu of Legacies, which the Wife is entitled to; the Son therefore agrees to settle a Moiety of the Wife's Estates to Uses.

No.V.

THIS INDENTURE quadripartite, made the 24th day of *September* in the 5th year of the reign of our sovereign lord *George* the third, by the grace of *God* of *Great Britain*, *France*, and *Ireland*, king, defender of the faith, &c. and in the year of our Lord 17—, between *John Owens* of *Spital-fields* in the county of *Middlesex*, manufacturer of silk, of the first part;

A will recited
whereby the
testatrix gave
to her sister
6000l. to place
the same in the
funds.

part; *Arthur Aime* of *Coleman Street*, in the city of *London*, esq; and *Sarah* his wife, of the second part, *Frances Aime* of the same place, spinster, daughter of the said *Arthur Aime* by the said *Sarah* his wife, of the third part, and *Peter Owens* of *Spital Fields* aforesaid, only son of the said *John Owens* of the fourth part: *Whereas Ann Wall*, late of *Hammer Smith*, in the county of *Middlesex*, spinster, in and by her last will and testament in writing, bearing date on or about the first day of *February*, which was in the year of our Lord 17—, did, amongst other bequests in the said will contained, give unto her sister *Frances Wall*, therein named, the sum of six thousand pounds, upon trust that she the said *Frances Wall* should appropriate a proper part of the said testatrix's personal estate for payment thereof, or lay out the same in the purchase of *South Sea* stock, *South Sea* annuities, bank stock, or bank annuities, or *East India* stock or annuities, or in any parliamentary securities, or lend the same on any mortgages, as she should from time to time think proper; and upon trust that she the said testatrix's said sister should receive and take the dividends and proceed thereof to and for her own use during her life, and from and after the death of her the testatrix's said sister, if her brother *John Wall* should be then living, the testatrix did declare, that it was her will that her said brother *John Wall*, during his life,

life, should sell the stocks, annuities, or parliamentary securities, on which the said six thousand pounds should be laid out, and call in the money due on any mortgage or mortgages on which the same might be lent, and lay out the same again in the purchase of such of the said stocks, annuities, or parliamentary securities, as she the said testatrix had directed her sister to do or lend the same, on any mortgages as he should from time to time think proper, and should receive and take the dividends, interest, and proceed thereof, to and for his own use, during his life, and after the decease of the said *Frances Wall* and *John Wall*, and the longest liver of them, the said testatrix declared her will to be, that the said sum of six thousand pounds, or the stocks annuities or securities in which the same should be then invested, should be assigned and conveyed to *Henry Buck* of *Coleman Street, London*, leather-feller, in her said will named, if living, or if he should be then dead, to such person or persons as the survivor of them the said *Frances Wall* and *John Wall* should, by writing under her or his hand, or by her or his last will and testament, executed in the presence of two or more credible witnesses, direct or appoint, upon trust for the said sister and brother as aforesaid to continue the said sum of six thousand pounds in such securities as the same should then be in, or place the same in the purchase of other publick

Among other trusts to pay 2000 l. part of the 6000 l. to the intended wife, at her age of 21, or marriage, if with the consent of parents.

lick funds or securities, and pay the sum of two thousand pounds, part of the said sum of six thousand pounds, unto the said *Frances Aime*, by the name and description of *Frances Aime*, one of the daughters of the testatrix's niece *Sarah Aime*, at her age of twenty-one years, or day of marriage, which should first happen, provided she should marry with the consent of her father and mother, or of the survivor of them; but if she should marry without the consent of her father and mother, or the survivor of them, then, and in such case, the said testatrix did direct the trustee or trustees of the said six thousand pounds to pay the said sum of two thousand pounds, with the interest and proceed thereof, unto *Ann Aime*, one other of the daughters of the said testatrix's said niece *Sarah Aime*, at her age of twenty-one years, or day of marriage, which should first happen; and the said testatrix did bequeath the sum of two thousand pounds other part of the said six thousand pounds so directed to be laid out and invested, in trust as aforesaid, to the said *Ann Aime*, to be paid to her at the time, and in manner, and under the conditions in the said will mentioned; and the said testatrix did further order and direct, that the said trustee or trustees should pay the dividends, interest, and proceed of the sum of two thousand pounds, residue of the said six thousand pounds, to her nephew *John Arn*, for and during his life, and

and from and after his decease, that then the last mentioned sum of two thousand pounds should be paid to and equally divided between the said *Frances Aime* and *Ann Aime*, share and share alike, at such times, and in such manner, as the above mentioned two sums of two thousand pounds were directed to be paid to them; and did appoint her said sister *Frances Wall* sole executrix of her said will. *And whereas*, soon after making and executing the said will, the said *Ann Wall*, the testatrix, departed this life without revoking or altering her said will, and soon after her death the said *Frances Wall* duly proved the same in the proper ecclesiastical court, and by virtue thereof possessed all the testatrix's personal estate to a considerable amount, and much more than sufficient to pay all the testatrix's debts, legacies, and funeral expences; yet nevertheless the said *Frances Wall* did not appropriate any particular part of the personal estate of the said *Ann Wall*, to answer and make good the said sum of six thousand pounds directed by her said will to be invested in trust for the purposes aforesaid. *And whereas* the said *Frances Wall* afterwards made her last will and testament in writing, bearing date on or about the 14th day of *February*, which was in the year of our Lord 17—; and thereby, amongst other bequests therein contained, did give and bequeath unto her brother the said *John Wall* the sum of six thousand pounds; and did also give him the interest of the further

Testatrix died;

but her executrix did not appropriate any part of her personal estate to answer the 6000l.

The executrix made a will whereby, amongst other things,

sum of three thousand pounds during his life ; and from and after the death of her said brother, she the said testatrix, *Frances Wall* did will and direct that the sum of twenty pounds a year, part of the interest of the said sum of three thousand pounds, should be paid to her nephew *John Aime*, in her said will named, for the term of six years after her said brother's death, by two half yearly payments, and the remainder of the interest of the said three thousand pounds, during the said six years after the said testatrix's said brother's death ; and also the said twenty pounds a year in case her said nephew should die before the end of the six years, she the said testatrix did declare it to be her will, that the same should be paid to, and equally divided amongst her three nieces, *Frances, Ann, Sarah, and Mary Aime*, in her said will respectively named, share and share alike ; and from and after the death of the said testatrix's said brother, she gave and bequeathed unto her said niece, the said *Frances Aime*, one thousand pounds, part of the said sum of three thousand pounds, to be paid her immediately after the death of the said *John Wall*, but subject and liable to the payment of the interest thereof, as part of the said three thousand pounds, as the said testatrix had before directed on the day of marriage, if the said *Frances Aime* should marry with the consent of her father and mother, if they or either them should be living, or at the age of
 twenty-

she gave to the
 intended wife
 1000 l after the
 death of a per-
 son,

twenty-one years, which should first happen, and the said testatrix *Frances Wall*, did bequeath the residue of the said three thousand pounds to certain other purposes in her will mentioned; and the said testatrix *Frances Wall* did give, and bequeath one moiety or half part of her interest and estate, in her house in *Lincoln's Inn Fields*, in the parish of *St. Giles in the Fields*, in the county of *Middlesex*, then in the tenure of *Peter Perry*, esq; and also of and in her brewhouse, in ——— Street, in the city of *London*, in the occupation of *John Mayn*, brewer, unto certain trustees in the said will named, to the use of her said niece, the said *Frances Aime*, for the term of her natural life, with remainders over to her issue, in manner in the said will mentioned; and did make her said brother sole executor of her said will; *And whereas*, after making and executing the said will, the said testatrix *Frances Wall*, departed this life (that is to say) on or about the 15th day of *December 17—*, and soon after her death, the said *John Wall*, proved her said will in the Ecclesiastical court, and by virtue thereof possessed himself of all the monies and personal estate, as well of the said *Frances*, as of the said *Ann Wall*, she the said *Frances Wall*, having after the death of her said sister, added to and mixed with her own, the goods, chattels, and personal estate of her the said *Ann Wall*, all which said monies and personal

and also a moiety of two houses, unto trustees, to the use of the intended wife for life with remainders over.

The testatrix died and her executrix proved the will, whereby he possessed himself

of property
more than suffi-
cient to answer
the legacies,
&c. of both
testatrixes.

A declaration of
trust on the exe-
cutor having
vested 6000*l*.
to answer the
legacies given
by the first will.

estates so possessed by the said *John Wall*, were much more than sufficient to answer and pay all the debts, funeral expences, and legacies of them the said *Frances* and *Ann Wall*; *And whereas* by a certain indenture bearing date on or about the 15th day of *December* which was in the year of our Lord 17— and made or mentioned to be made between the said *John Wall*, of the one part; and the said *John Aime*, *Arthur Aime* and *Sarah* his wife, of the other part; after reciting, partly to the effect hereinbefore recited; and further, taking notice and reciting that the said *John Wall* had in pursuance and performance of the will of the said *Ann Wall*, by and with the consent and approbation of the said *John Aime*, *Arthur Aime*, and *Sarah* his wife, testified in manner therein mentioned, laid out, and invested the sum of six thousand pounds, of the money and personal estate of the said *Frances Wall*, come to the hands of him the said *John Wall*, as executor of her will as aforesaid, in the purchase of seven thousand pounds, bank three *per cent*. consolidated annuities, in his own name, to answer and make good the said legacies or sum of six thousand pounds according to the directions of the will of the said *Ann Wall*; It is witnessed, declared, and agreed, by and between the said parties, and the said *John Wall* did for himself, his executors and administrators, covenant, promise, and agree, to and with the said *John Aime* and *Arthur Aime*, their exe-
cutors

cutors and administrators, that he the said *John Wall* his executors and administrators should and would from thenceforth stand and be possessed of the said bank consolidated annuities, upon and under such and the same trusts as are mentioned and appointed, of and concerning the said sum of six thousand pounds, and the stocks and securities whereon the same are directed to be laid out, and invested, by the will of the said *Ann Wall*; as aforesaid, as by the said several in part recited wills, and declaration of trust, relation being thereunto respectively had, may more fully and at large appear; *And whereas* a marriage is intended to be shortly had and solemnized, between the said *Peter Owens*, and the said *Frances Aime*, such marriage being with the entire consent and approbation of her said father and mother, the said *Arthur Aime* and *Sarah* his wife, testified and declared by their respectively signing and sealing of these presents, which are made and executed, in view and contemplation of the said intended marriage; *And whereas* upon the treaty for the said intended marriage, the said *John Owens* hath proposed and agreed, in consideration of the said intended marriage and in advancement of his said son, to take, admit, and continue him a joint partner and sharer with him the said *John Owens*, in his trade or business of a silk manufacturer, for the term of fourteen years, if they shall so long live, and also to give him the said *Peter Owens*, the sum of one thousand

pounds,

A marriage intended,

whereupon the father has agreed to admit his son to a joint share in his trade,

and to give him 1000 l. stock in trade;

and the father and mother of the intended wife, have, to enable the intended husband to purchase a further interest in the trade, agreed to advance him 3000 l. in lieu of the 2000 l. and 1000 l. which the wife is intitled to under the wills, viz the mother is to advance 2000 l. and the father is to secure the other 1000 l. by bond.

In consideration whereof the intended husband and wife are to assign their interest in the legacies,

pounds, part and share in the capital stock in the said trade; and the said *Arthur Aime* and *Sarah* his wife, have, to enable the said *Peter Owens*, to purchase a further interest in the capital stock in the said trade, for the benefit of himself, and his family, agreed to advance him the sum of three thousand pounds, in lieu and satisfaction of the said sum of two thousand pounds and one thousand pounds, which he will become intitled unto, immediately after his said marriage, in right of his said intended wife, by virtue of the will of the said *Ann Wall*, and *Frances Wall*, expectant on the death of the said *John Wall*, as aforesaid, (that is to say) the said *Sarah Aime*, with the privity and consent of the said *Arthur Aime*, her said husband, hath agreed, out of certain monies which she is intitled unto, in her own right, to advance and pay the sum of two thousand pounds, to the said *Peter Owens*, immediately after the solemnization of the said intended marriage, in part of the said three thousand pounds, and the said *Arthur Aime*, hath agreed to bind himself to pay to the said *Peter Owens*, within twelve months after the said marriage, the sum of one thousand pounds, residue of the said three thousand pounds, consideration whereof the said *Peter Owens*, hath, with the privity and consent of the said *John Owens* his father, and also of the said *Frances Aime* his said intended wife, testified by their being parties to these presents, agree to assign the said sum

of two thousand pounds, so given by the will of the said *Ann Wall*, and the sum of one thousand pounds, so given by the will of the said *Frances Wall*, unto her the said *Frances Aime*, expectant upon the death of the said *John Wall*, as aforesaid, unto the said *Arthur Aime*, and *Sarah* his wife, to and for his and her own proper use as hereinafter mentioned, and that all the residue of the portion and fortune, which the said *Frances Aime*, now is, or hereafter shall become entitled unto, shall be limited and settled to her the said *Frances Aime*, and the issue of the said intended marriage, as hereinafter mentioned; NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, and for the effectuating and carrying the same into execution, and in consideration of the said intended marriage, it is hereby covenanted, declared, and agreed, by and between the said parties to these presents, in manner following (that is to say) the said *John Owens*, doth for himself, his executors and administrators, covenant, promise, and agree, to and with the said *Arthur Aime*, his executors and administrators, by these presents, that he the said *John Owens*, shall and will immediately after the solemnization of the said intended marriage, take, admit, and continue the said *Peter Owens*, a joint partner and sharer with him the said *John Owens*, in his trade and business of the silk manufactory, and allow him

The residue of wife's fortune to be settled to her and her issue.

For effectuating this agreement, and in consideration of the marriage,

the father of the intended husband, covenants to admit the son to a joint share in his trade,

and to assign
2000 l. stock in
trade.

The father and
mother of the
intended wife
covenant that
the mother shall
pay to the in-
tended husband
2000 l.

as a satisfaction
for the first le-
gacy of 2000 l.

one moiety of the clear annual proceed and profits of the said trade or business, and at the same time make over to him the said *Peter Owens*, the sum of one thousand pounds, and interest in the capital stock in the said trade, to and for his own proper use and benefit; *And in further pursuance and execution of the said agreement*, the said *Arthur Aime*, doth for himself, his heirs, executors, and administrators, and for the said *Sarah* his wife, by and with the privity and consent of the said *Frances Aime*, their said daughter, testified by her being a party to, and executing of these presents, covenant, promise, and agree, to and with the said *Peter Owens*, his executors, administrators, and assigns, by these presents, that she the said *Sarah Aime*, shall and will within one month after the solemnization of the said intended marriage, advance and pay unto the said *Peter Owens*, his executors, administrators, or assigns, the sum of two thousand pounds of good and lawful money of *Great Britain*, as and in part of the marriage portion of the said *Frances Aime*, and in lieu, payment, and by way of purchase of the reversionary right and interest which she the said *Frances Aime* now is or which he the said *Peter Owens* shall then be in right of his said wife, intituled unto, or, of, or in the said sum of two thousand pounds, part of the said six thousand pounds so given and bequeathed to, or in trust for her, by virtue of the

the will of the said *Ann Wall* as aforesaid, or, of, in, or to one third part of the said seven thousand pounds bank annuities, so appropriated and declared by the said *John Wall*, to answer the same as aforesaid. And also that he the said *Arthur Aime*, his executors, administrators, or assigns, shall and will within one month after the solemnization of the said intended marriage, make and execute to the said *Peter Owens*, a good and sufficient bond, with a proper penalty for payment to the said *Peter Owens*, his executors, administrators, or assigns, within twelve months after the solemnization of the said intended marriage, the sum of one thousand pounds in further part of the marriage portion of the said *Frances Aime*, and in lieu, payment, and by way of purchase of the reversionary right and interest of the said *Frances Aime*, of, in, and to the sum of one thousand pounds so given to, or in trust for her, by virtue of the will of her aunt the said *Frances Wall* as aforesaid; AND the said *Peter Owens*, for himself, his executors, and administrators, with the privity and consent of the said *Frances Aime*, testified as aforesaid, doth covenant, promise, and agree to and with the said *Arthur Aime* and *Sarah* his wife, their executors, administrators, and assigns, by these presents, that he the said *Peter Owens* and the said *Frances* his intended wife, shall and will upon payment to him the said *Peter Owens*,
his

and also that the father will secure by bond 1000 l.

as a satisfaction for the second legacy of 1000 l.

The intended husband and wife covenant to assign the legacies.

his executors, administrators, or assigns, of the sum of two thousand pounds by the said *Sarah Aime* as aforesaid, assign, transfer, and make over unto or in trust for her the said *Sarah Aime* for her own sole and separate use, or as she shall alone direct or appoint, all the right, title, property, interest, claim, and demand of him the said *Peter Owens*, or of his said intended wife, of, in, or to the said sum of two thousand pounds, part of the said six thousand pounds so given to or in trust for her by virtue of or under the last will and testament of her the said *Ann Wall* as aforesaid, or of, in, or to one third part of the said bank annuities so appropriated and declared by the said *John Wall* to answer the same as aforesaid, with full power and authority to enable her the said *Sarah Aime* to recover and receive the same, and also that he the said *Peter Owens* and the said *Frances* his intended wife, shall and will when and immediately after the said *Arthur Aime* shall have made and executed to him the said *Peter Owens* a bond for payment of the said one thousand pounds in manner aforesaid, assign and transfer unto the said *Arthur Aime*, his executors, administrators, and assigns, all the right, title, interest, benefit, property, claim, and demand which he the said *Peter Owens* or the said *Frances* his intended wife, shall then have or be intitled unto, of, in, or to the said sum of one thousand pounds in reversion

version expectant upon the death of the said *John Wall* by virtue of or under the will of the said *Frances Wall* as aforesaid, with full power and authority to enable him the said *Arthur Aime*, his executors, administrators, or assigns, to recover, receive, and discharge the same; and that they the said *Peter Owens* and the said *Frances* his intended wife, shall and will at any time after payment of the said several sums of two thousand pounds and one thousand pounds to him the said *Peter Owens* as aforesaid, make, do, and execute all such further and other lawful and reasonable act and acts, deeds and assurances whatsoever, for the better and more perfect assigning, assuring, and confirming unto or in trust for the said *Sarah Aime*, the said sum of two thousand pounds so given by the will of the said *Ann Wall* to the said *Frances Aime*, or the interest in one third part of the said bank annuities appropriated in lieu thereof as aforesaid, and of the said sum of one thousand pounds given to her by the will of the said *Frances Wall* as aforesaid, unto the said *Arthur Aime*, his executors, administrators, or assigns, or for the enforcing and compelling the trustees thereof to pay the said sums of two thousand pounds and one thousand pounds to them the said *Arthur Aime* and *Sarah* his wife, their executors, administrators, or assigns, accordingly, as by the said *Arthur Aime* or the said *Sarah* his wife, or his or her executors, admini-

The intended husband covenants also in consideration of the intended marriage, that a moiety of the 2000 l. and the rents and profits of the houses, and all other estates which shall come to the wife shall be settled

to the intent that the wife may during life enjoy the interest, &c.

administrators, or assigns, or his, her, or their counsel learned in the law, shall be reasonably advised or required: AND *the said* Peter Owens *doth also* for himself, his executors, and administrators, in further pursuance of the said treaty, and in consideration of the said intended marriage, further covenant, promise, and agree to and with the said *Arthur Aime*, his executors, and administrators by these presents, that the moiety, share, and interest of her the said *Frances Aime* in the sum of two thousand pounds so given and bequeathed to her by the will of the said *Ann Wall*, expectant upon the death of the said *John Wall* and *John Arn* as aforesaid, and the moiety of the rents and profits of the said messuage or tenement situate in *Lincoln's Inn Fields*, and the brewhouse and premisses in ——— Street, and all other mo-
nies and estates whatsoever which shall or may descend or come to her the said *Frances Aime* during her said intended marriage, shall go, pass, and be assigned and settled, and in the mean time be had, held, and enjoyed upon the trusts, and to and for the uses, intents and purposes following: (that is to say) to the intent and purpose that she the said *Frances Aime* shall, from time to time, during the term of her natural life, and notwithstanding her intended coverture, have, receive, and take the annual interest, profits, and proceed thereof, to and for her own sole and separate use,
and

and so that the same shall not be subject to the debts, power, or controul of him the said *Peter Owens* her intended husband; *And from and after her decease*, to the intent and purpose that he the said *Peter Owens* or his assigns, shall have, receive, and take to his or their own use, for and during the term of his natural life, all the annual interest, dividends, and proceed of the said monies, and estate, to and for his and their own proper use, and from *and after his decease* the said principal monies and estates to go and pass for the use and benefit of all and every the child or children which may happen to be of the said intended marriage, in such manner, shares, and proportions, and with such provisoes and restrictions as the said *Peter Owens* and *Frances* his intended wife, or the survivor of them, shall by deed or will direct or appoint, and in default of such direction or appointment, or in case of an incompleat appointment, then the same to go and pass to and amongst the children of the said intended marriage, equally between them, share and share alike, the part or share of such of them as shall be a son or sons, to be assigned and vested in him or them, at his or their age or ages of twenty-one years, and the part or share of such of them as shall be a daughter or daughters, to be vested in her or them, at her or their age or respective ages of twenty-one years, or day or respective days of marriage, which shall first

and after her decease, the husband.

After decease of husband, the principal monies and estates to be divided amongst the children of the marriage, according to the appointment of husband and wife, or the survivor; and for want of appointment, amongst the children equally,

and in case of no children, to go to the survivor of husband and wife, his or her representatives.

first happen; *And in case it shall happen that there shall be no child or children of the said intended marriage, or being such, they shall all die in the life-time of the said Peter Owens and the said Frances his intended wife, or the survivor of them, then and in such case, the said monies and estates shall go and pass to, and vest in the survivor of them the said Peter Owens and Frances his wife, his or her executors or administrators.* IN WITNESS, &c.

I approve of this Draught.

M. DUANE.

No. VI.

A Settlement before Marriage, whereby the intended Husband covenants to secure to the Wife an Annuity, and also a Jointure after his Death, in proportion to her Fortune, according to a Power in a Will authorising him so to do. The Husband likewise covenants to obtain an Act of Parliament to enable him to provide for the Children of the Marriage.

THIS INDENTURE of four parts, made the 19th day of *August*, in the — year of the reign of our sovereign lord *George the Third*, by the grace of God, of *Great Britain, France, and Ireland*, king, defender of the faith, &c. and in the year of our Lord 17—, between *George F— Green*, of *Hainton*, in the county of *Lincoln*, esq; only surviving son and heir of *Thomas*

mas Green, late of *Featherstone Buildings*, in the parish of *St. Andrew, Holborn*, in the county of *Middlesex*, esq; deceased, and nephew and one of the devisees named, in and by the last will and testament, in writing, of *George Green*, late of *Hainton* aforesaid, esq; deceased, of the first part; the right honourable, *Anne*, lady dowager *P*——, widow and relict of the right honourable *Robert James*, late lord *P*——, baron of *W*——, deceased, and the honourable *Catharine P*——, spinster, an infant under the age of twenty-one years, viz. of the age of eighteen years and upwards, and the eldest of the three daughters of the said *Robert James*, late lord *P*——, by the said *Anne* lady *P*——, of the second part; the right honourable *Catharine*, lady dowager *Stour*, the mother of the said *Robert James*, late lord *P*——, and the grandmother and godmother of the said *Catharine P*——, of the third part; and the right honourable *William* lord *Stour*, baron of *S*——, in the county of *Gloucester*, *Thomas Bell*, esq; of *Schroons*, in the county of *Essex*, esq; and *Philip Somers*, of *Wooburn*, in the county of *Surry*, gent. of the fourth part; which *Ann*, lady *P*——, and *Philip Somers*, are the present guardians of the said *Catharine P*——, under the will of her said late father. WHEREAS the said *Thomas Green* duly made his last will and testament in writing, bearing date the 28th day of *February*, 17—,

which

A will recited, whereby testator after taking notice of his marriage with a first wife, and that he had by

her one daughter and one son, and that she was dead, and that he afterwards married another, and had by her one son living, and that he was desirous of making some provision for his wife in case she should survive him, and also to provide for his son, and such other children as he might thereafter have by his then wife, and also to continue his estate in his name and blood, and to settle and assure divers manors, messuages, advowsons, lands, tenements, tithes, and hereditaments to the several uses and upon trusts there-in mentioned, gave and devised divers manors, messuages &c. in Norfolk and Suffex to trustees viz. as to part of the said manor, to the use of his wife, for her life, for jointure, and in bar of her dower, remainder to other trustees for 500 years upon divers trusts which never took effect.

which will, sometime after his decease, was inrolled in the court of King's Bench, at *Westminster*, and thereby, after taking notice that he intermarried with *Anna Maria F——*, daughter of the right honourable *Robaldo F——*, count of *Lava*, in the republick of *Genoa*, and had by her, his daughter *Elizabeth*, then of about the age of six years, and one son, to wit, the said *George F—— Green*, and that his said wife *Anna Maria F——* was dead, and that his said daughter *Elizabeth*, after his death, would be entitled to the sum of two thousand pounds, or thereabouts, in case she was then living, which he thought would be a sufficient provision for her, and taking notice also that since the decease of his said wife, he had intermarried with *Mrs. Catharine Francis*, one of the daughters of *John Francis*, of *Pelham*, in the county of *Hertford*, esq; and had by her one son, then living, named *Thomas*, of the age of about two years, and no other child, and further taking notice that he was willing and desirous in the first place, to take care of and make a provision for his present wife, in case she happened to survive him, and also to provide for his sons *George* and *Thomas*, and such other children as he might at any time thereafter happen to have by his then wife, who should survive him, and also to continue his estate in his name and blood, and to settle and assure the several manors, messuages, advow-

advowsons, lands, tenements, tithes, and hereditaments therein after mentioned, to the several uses, and upon the trusts therein after mentioned, he the said testator *Thomas Green*, thereby gave and demised all that his manor of *Stew*, with the rights, royalties, members, and appurtenances thereof, in the county of *Norfolk*, and all his messuages, lands, tenements, and hereditaments thereto belonging; and also all his advowson, free disposition, and right of patronage of the parish church of *Stew* aforesaid, and his advowson, free disposition, and right of patronage of the parish church of *Rimold* otherwise *Rimold*, in the said county of *Norfolk*; and all that his manor or capital messuage and farm of *Arda* otherwise *Arlde*, *Thrall*, and *Athwell*, with their rights, royalties, members, and appurtenances in the said county of *Norfolk*, and all and singular his messuages, lands, tenements, curtilages, and hereditaments whatsoever, in the several towns, parishes, hamlets, fields, precincts, and territories of *Stew*, *Rimold*, *Allstet*, *Arda* otherwise *Arlde*, *Thrall*, *Athwell*, *Benny*, *Six*, and *South Ham*, every or any of them in the said county of *Norfolk*, therein particularly mentioned and described; and all and all manner of tithes of corn, grain, and hay, and all other tithable matters whatsoever, coming, growing, renewing, or arising out of, or upon the said closes, hereditaments, and premisses, in *Six* aforesaid, and

also all that his manor or lordship of *Tott*, with the rights, members, and appurtenances thereof, in the county of *Sussex*, and all his lands, tenements, and hereditaments, situate, lying, and being in the town, parish, hamlet, or precinct of *Tott*, in the said county of *Sussex*, and unto his the said testator's brother *George Green*, esq; and *William Taylor*, esq; and their heirs, to the several uses, intents, and purposes, and under and subject to the several trusts, powers, and provisos therein after mentioned and declared, that is to say, as to the manors and premisses at *Tott* aforesaid, and the said advowson of the churches of *Stew* and *Rimeld* otherwise *Rimold* aforesaid, and divers parts of the said premisses, situate, lying, and being in *Stew* and *Allset* aforesaid, to the use of his the said testator's said wife, *Catherine Green*, for her life, for her jointure, and in bar of her dower, and after her decease, to the use of *Thomas Kin*, gentleman, and *George Poe*, gentleman, and their executors, administrators, and assigns, for the term of five hundred years, upon divers trusts therein mentioned, and which never took effect; and after the determination of the said term of five hundred years, and subject thereto, then as to the said manor and premisses so limited to his said wife *Catherine*, for her life, for her jointure as aforesaid, and other his manors, lands, hereditaments, and real estate therein before devised, whereof no use was

and after the determination of the term as to the estates limited to his wife,

was therein before limited, to the use of his the said testator's said son *George F. Green*, by his first wife, for his life, without impeachment of waste, except as is therein mentioned, remainder to the said *George Green* and *William Taylor*, and their heirs, during the life of the said *George F. Green*, in trust, to preserve the contingent remainders, and after the decease of the said *George F. Green*, to the use of his first and every other son successively, in tail male, and in default of such issue, to the use of the said testator's son *Thomas*, by his said then wife, during his life, without impeachment of waste (except as aforesaid) remainder to the said trustees, and their heirs, during the life of the said *Thomas Green*, in trust, to preserve the contingent remainders, and after the decease of the said *Thomas Green*, to the use of his first and every other son successively, in tail male, and in default of such issue, to the use of the said testator's third and every other son successively, in tail male, with remainder to the use of the said testator's own right heirs for ever, in which said will is contained a proviso, in the words, or to the effect following, that is to say, *Provided always* and my will expressly is, that in case it shall happen that my said son *George F. Green*, or any son or sons of his, to whom the said manors, lands, and hereditaments herein before mentioned, are limited as aforesaid, shall ever inherit or take by de-

to the use of his son by first wife for life, remainder to the use of his first and other sons successively in tail male, remainder to a son by his then wife, with like remainders over.

Remainder to testator's right heirs.

scient, or by any gift, grant, or devise, or otherwise become seised in possession, for his or their life or lives, or for any greater estate, of the whole or so much of the real estate of my said brother *George Green*, as shall exceed the yearly value of the estate by this my will, limited in use to him and them, by one hundred pounds by the year, that then and from such time as my said son *George F. Green*, or any son or sons of his shall so inherit, or take by descent, gift, grant, or devise, or otherwise become seised and possessed of such, or so much of the said real estate of my said brother *George Green*, as aforesaid, for the term of his or their life or lives, or for any greater estate, all and every the use and uses, limitations, and estates herein before created and declared, of and concerning the said manors, lands, tenements, hereditaments, advowson, and premises herein before mentioned, to or in favour of my said son *George F. Green*, or any son or sons of his, so coming into possession of such, and so much of my said brother's estate as aforesaid, shall cease, determine and be utterly void, and in such case, my will and meaning is, that the next in remainder according to the uses of this my will, shall succeed to and have, and enjoy my said estate hereby demised, as if my said son *George F. Green*, or any such son or sons of his, was or were respectively dead, any thing herein before

contained to the contrary thereof in any-wise notwithstanding; *And whereas* the said *Thomas Green*, the younger, having survived his father, died sometime in or about the month of *December* 17—, under the age of twenty-one years, and without issue; *And whereas* the said *George Green*, uncle to the said *George F. Green*, party to these presents, did in his life-time duly make his last will and testament in writing, bearing date the 20th day of *July* 17—, which will has been since his death, inrolled in the court of Common Pleas, at *Westminster*, and thereby gave and bequeathed all the rest and residue of his goods, chattels and personal estate, after payment of his funeral expences, unto *Mary Green*, then his wife, and now his widow, for her proper use and benefit, absolutely discharged from his debts, and subject only to his funeral expences, and of his said will he appointed her the sole executrix, and he gave and devised all that his manor and scite of the dissolved monastery of *Wells*, and the rectory, and the advowson of the vicarage of the church of *Saint James*, together with all tithes, and portion of tithes, to the same rectory belonging or appertaining, and all other his lands, tenements, and hereditaments whatsoever, situate and being in the parishes, towns, fields, precincts, or territories of *Wells*, otherwise *Wellsby Grims Cle*, otherwise *Clee* and *Humber*, and all other his manors, advowsons, messuages, lands, and hereditaments

The second son,
died sans issue.

The first son's
uncle died hav-
ing made a will,

whereby amongst
other things he
devised real es-
tates to trust-
ees,

Original Precedents

in the same county of *Norfolk*, or elsewhere, in *Great Britain*, and all other his real estate whatsoever and wheresoever, except his several manors of *Benny*, *South Ham*, and *Bracken*, in the said county of *Norfolk*, with their and every of their rights, members, and appurtenances, and all messuages, farms, lands, and hereditaments, to the said manors belonging, which he intended as an additional provision for his wife, together with such other lands, hereditaments, and premisses, lying within his manor of *Hainton*, in the county of *Norfolk*, as he had already demised to *William Taylor*, esq; and the said *George Poe*, for a term of ninety-nine years, for securing to his wife the clear annual sum of two hundred pounds, during her life, unto and to the use of the said Sir *John Dela*, by the name and description of Sir *John Dela*, of *Stainfield*, in the county of *Lincoln*, baronet, *Gilbert Cobb*, and *George Poe*, their heirs and assigns, upon trust, to sell and dispose of the same, or such part or parts thereof, as the trustees should judge necessary, and to apply the money arising by such sale or sales for the payment of, and discharging of all such mortgages, charges, and incumbrances as aforesaid, affecting any part or parts of the said testator's real estate, and all other his debts and legacies, and after payment thereof, and of all interest due and to grow due for the same, together with the costs and charges of the trustees, to lay out, apply, and dispose of the surplus of such money arising by such

to sell in order
to pay off his
debts;

such sale or sales in the purchase of manors, messuages, lands, and hereditaments in fee-simple, in possession, and to settle, convey, and assure the same, or cause such premisses, so to be purchased, to be settled, conveyed and assured, to and for such uses and trusts, and subject to such and the same powers, provisoes, conditions, and agreements as are therein after limited, declared, and appointed of and concerning the residue of such of his manors, messuages, lands, and hereditaments, as should not be sold for the purposes aforesaid, and till such purchase should be made, to place out such surplus upon government, or other real securities, as the said trustees should think fit, and to pay the interest to the person or persons who would be intitled to the rents and profits of such lands and hereditaments so to be purchased, in case the same were actually purchased and settled as aforesaid; and as to such manors, messuages, lands, tenements, and hereditaments, as should not be sold for the purposes aforesaid, the testator did direct the same to be settled, subject to certain uses and trusts for the children and issue of his body, and which, by his dying without issue, could never arise or exist; he did will, direct, and appoint, that the said Sir John Dela, Gilbert Cobb, and George Poe, and the survivors and survivor of them, and the heirs and assigns of such survivor should, upon any reasonable request to him or them made in that behalf,

and with the surplus to purchase other lands to be settled to certain uses.

The estates unfolded he directed his trustees to assure to his nephew for life, with remainder to his sons in tail male successively,

with divers re-
mainders over.

by good and sufficient conveyances and assurances in the law, convey and assure the same premises so remaining unfold, and all their estate, right, title, and interest therein, to the use of his nephew the said *George F. Green*, and his assigns for his life, without impeachment of waste, other than in pulling down houses, and not rebuilding the same, with a limitation to said trustees and their heirs, during his life, for preserving contingent estates, and from and after his decease, to the use of his first and other son and sons successively, according to seniority of age, and the heirs male of their respective bodies; and in default of such issue, to the use of *Henry H*——, the half brother of the said testator, who is since dead without issue, and his assigns for his life, without impeachment of waste, other than as aforesaid, with the like limitation to the said trustees and their heirs during his life, for preserving contingent estates, and from and after his decease to the use of his first and other son or sons successively, according to seniority of age, and the heirs male of their respective bodies, and in default of such issue, to the use of *John H*——, another of the testator's half brothers, for his life, without impeachment of waste, other than as aforesaid, and with the like limitations, for preserving contingent estates, and from and after his decease, to the use of his first and other sons successively, according to seniority of

of age, and the heirs male of their respective bodies; and in default of such issue, to the use of *Windsor H*——, another of the testator's half brothers, for his life, without impeachment of waste, (other than as aforesaid), and with the like limitations for preserving contingent estates; and from and after his decease to the use of his first and other sons successively, according to seniority of age, and the heirs male of their respective bodies, and in default of such issue to the use of the testator's own right heirs; and the said *George Green*, the said testator, thereby gave unto the said *Mary* his wife, and now widow, and her assigns, such of his real estates as he had so afore excepted in such devise to the trustees as aforesaid, and consisting of the manors of *Benny*, *Southam*, and *Bracken*, in the county of *Norfolk*, with their appurtenances, and the messuages, farms, lands, tithes, and hereditaments thereto respectively belonging or appertaining, situate, lying, or being within the same, or the liberties or precincts thereof, or reputed part parcel or member thereof, to hold the same to her and her assigns for her life, in augmentation of such provision as the said testator had then already made for her; and he declared his will and mind to be, that the said estates so devised to her, together with such former provision as aforesaid, should be in lieu and bar of her dower, and directed that she should, by writing under her hand, within six months after

The testator provided for his wife.

after his decease, declare her acceptance of such provision and settlement as aforesaid, and also within such time as aforesaid, release to his said trustees her dower or title thereto, out of his estate, and in default thereof she was not to be benefited by his said will; and as to the said last mentioned manors and premises he devised the same, from and after her death or other determination of her estate therein, and also all his farms, lands, hereditaments, and premises lying within his manor of *Hainton* aforesaid, which he had demised to *William Taylor* deceased, and the said *George Poe* for ninety-nine years, for securing to her two hundred pounds a year for her life, unto the said *Sir John Dela, Gilbert Cobb*, and *George Poe*, and their heirs, to the use of his the said testator's first and every other son lawfully begotten, or to be begotten successively in tail male; and in case he should die without issue male of his body lawfully begotten, then to the use of his nephew the said *George F. Green* during his life, with remainder to trustees to preserve contingent remainders, and, after his death, then to and for such and the like uses, trusts, intents, and purposes as were before directed concerning what should remain of his real estate, after payment of his debts and legacies as aforesaid; in which said will is contained a clause or proviso in the words, or to the effect following, that is to say; provided, and it is my will, intent, and meaning,

ing, that it shall and may be lawful to and for my said nephew *George F. Green*, and for my said three half brothers, *Henry, John, and Windsor*, and for each and every of them severally and respectively, when and as they, any, or either of them shall respectively come to and be in the actual possession of any of my said manors, lands, and hereditaments, or any part or parts thereof, by virtue of the limitations and uses hereinbefore limited and declared of and concerning the same as aforesaid, from time to time, by any deed or deeds in writing, under their respective hands and seals, to be attested by two or more credible witnesses, to direct, limit, or appoint any part or parts of the said manors, lands, tenements, and hereditaments and premises, whereof they shall respectively be so possessed, subject nevertheless to the jointure and provision heretofore made and settled on my said wife, and without prejudice thereto, unto and for such woman or women as shall be the respective wife or wives of them the said *George F. Green, Henry, John, and Windsor H—* respectively, for the life or lives of such wife or wives respectively, only for her or their respective jointure or jointures, so as the lands, tenements, and hereditaments, which shall be so limited for such jointure or jointures respectively as aforesaid, shall not exceed the value of one hundred pounds for every one thousand pounds which shall, *bona fide*, be had and received

Power to the tenants for life to limit the estates unto any woman as a jointure, not exceeding 100 l. a year for every 1000 l. whereof her fortune may consist.

Having considered of these words, I much doubt whether the power will arise till after Mr. G. F. Green actually receives the lady's portion; but then for every 1000 l. he actually receives he may make an appointment of lands of 100 l. per ann. value to the lady for her jointure. The actual receipt of the portion by Mr. Green personally, seems to be a condition precedent to his exercising of the power. J. B.

The testator made a codicil, and noticing that he had incumbered part of his estates,

ceived in marriage with such respective wife or wives, and so proportionably for a greater or lesser sum than one thousand pounds, and in which said will is also contained a proviso for empowering the said *George F. Green*, and also the testator's said three half brothers respectively, when in possession as aforesaid, to make leases, not exceeding twenty-one years in possession, and at the improved rents, without taking any fine or income, but so as the lessees executed counterparts, and that they should not be dispunishable for waste, and so as in every such lease or leases there should be a condition of re-entry on non-payment of the rent or rents thereby reserved; and the said testator in and by his said will bequeathed to his cousin *Sir George Bar*, bart. the sum of fifty pounds, and also gave to certain persons therein named, the several other pecuniary legacies therein mentioned, amounting together to the sum of four hundred and sixty-seven pounds. *And whereas* the said testator made a codicil to his said will, bearing date on or about the 31st day of *December*, 17—, and after taking notice therein of the devise in the said will to the said trustees and their heirs, and also of the devise to the said *Mary* his then wife, and now widow, and her assigns respectively as aforesaid, and that by mortgage and otherwise he had, since the making such will, incumbered and charged the said manor of *Bracken* with several sums of money and interest,

terest, and lest any misconstruction of the intentions of his said will, or doubt should arise whether the said trustees ought or ought not to apply part of the money to arise by such sale or sales as aforesaid, for paying off and discharging as well the mortgages and incumbrances which should affect and be charged on his said manor of *Bracken* at the time of his death, as of the other debts, mortgages, and incumbrances which should or might affect, or be charged on any part or parts of his said real estate not by his said will devised to the said *Mary* his wife as aforesaid: therefore to prevent any such misconstruction or doubt, he did by the said codicil testify and declare, that his said manor of *Wells*, otherwise ———, and all other his real estate whatsoever in the kingdom of *Great Britain*, so devised by his will to the said trustees and their heirs as aforesaid, except as in the same will is excepted and hereinbefore mentioned, shall be upon trust, among other things, to sell and dispose of such part or parts thereof as in the said will is directed, and to apply the money arising by such sale or sales, for paying off and discharging as well the mortgages and incumbrances, which should affect and be charged on his said manor of *Bracken*, at the time of his death, as of such other debts, mortgages, and incumbrance, which should or might at the time of his death affect or be charged upon any other

directed his trustees to sell part of his estates to discharge the same.

A decree in
Chancery,

whereby the tes-
tator's will was
established.

The master di-
rected to take
an account.

other part or parts of his real estate, not by his said will devised to, or otherwise settled on the said *Mary*, his then wife, and now widow, as aforesaid, it being his intention that she should from and after his death, during her life, have, receive, and enjoy, not only the neat rents, issues, and profits of his said manors of *Benny*, *South Ham*, and *Bracken*, but also the whole of such annual sum of two hundred pounds as aforesaid; *And whereas* by a decree or decretal order of the high court of Chancery, made the 10th day of *May* 17—, on the hearing of a cause between the said *George F. Green*, plaintiff, and the said *Sir George Bar*, baronet, cousin, and heir at law of the said *George Green*, deceased, and the said *Mary Green*, his widow, his said three trustees, *Sir John Dela*, *Gilbert Cobb*, and *George Poe*, and his said three half brothers, *Henry*, *John* and *Windsor H.* respectively named in his said will, defendants; it was declared that the said will and codicil, of the said testator *George Green*, were duly proved, and that the same ought to be established, and the trusts thereof performed, and the same was decreed accordingly; and it was ordered and decreed that it should be referred to Mr. —, one of the Masters of the said court, to take an account of the debts and pecuniary legacies of the said testator, and that the said Master should compute interest, on such of his debts as carried interest, and also on such of his legacies as carried interest,

interest, from the time such legacies ought to have carried interest, at the rate of four pounds *per cent. per ann.* and that the said plaintiff *George F. Green* should keep down all interest upon the said testator's legacies, and also such interest upon the testator's debts, as had incurred since his death, out of the rents and profits of the said testator's real estate, and if it should appear that the plaintiff had paid any principal sums, for debts, or any interest for debts incurred before the said testator's death, or any of the said testator's legacies, then it was ordered, that the said plaintiff should stand in the place of such creditors or legatees so paid off, to receive a satisfaction *pro tanto*, out of the money to arise by the sale of the said testator's real estate therein after directed; and it was thereby also declared, that by the true construction of the power given to the respective tenants for life, of his estate, to make jointures, they were enabled to make jointures on such wives as they should marry respectively, of lands not exceeding the *annual* value of one hundred pounds, for every one thousand pounds, which should be *bona fide* had and received with such wife and wives respectively in marriage; *And whereas* by indentures of lease and release, bearing date respectively, the 28th and 29th days of *July* 17—, the release being tripartite, inrolled or intended to be inrolled, in the said court of Common Pleas, at *Westminster*, and made or mentioned to be made,

between

The intended husband ordered to keep down the interest of testator's debts,

and in case he had paid any of his debts, to stand in the place of the creditors.

The tenants for life declared to have power to make jointures.

A conveyance from the testator's trustees, to other trustees, whereby the unincumbered part of the testator's estates were settled to the same uses as declared in his will.

between the said Sir *John Dela, Gilbert Cobb,* and *George Poe*, the three trustees named in the will of the said *George Green*, of the first part; *Mary Green*, of *HammerSmith*, in the parish of *Fulham*, in the said county of *Middlesex*, widow of the said *George Green*, and sole executrix, named in and by his said will, and the said *George F. Green*, of the second part; and *John Maitre*, of *Gray's Inn*, in the said county of *Middlesex*, esq; and *Christopher Denton*, of the same place, gentleman, of the third part; after reciting or taking notice of the said will, of the said *George Green*, and the said decree of the court of Chancery, and that the said Sir *John Dela, Gilbert Cobb,* and *George Poe*, the three trustees in the said will, had caused a computation to be made, of the amount of the debts and legacies of the said testator, and that thereupon the same, as near as could be computed, were estimated to amount to near the sum of twenty-four thousand two hundred pounds, or thereabouts, and that the said *George F. Green*, had requested them to make an actual settlement on himself and his issue, pursuant to his said will, of so many of the said manors and lands thereby devised as were therein after mentioned to be granted, which the said trustees had agreed and consented to, in regard that there would remain unsettled and undisposed of, lands and hereditaments, (part of the estate devised to them) of the yearly value

value of twelve thousand pounds and upwards, which would be more than sufficient to answer and satisfy, by sale or other disposition thereof, all the debts and legacies of the said testator, it is witnessed, that in consideration of the premises, and for effecting the purposes therein before mentioned, and for other the considerations therein expressed, they the said *Sir John Dela, Gilbert Cobb, and George Poe*, at the instance and request of the said *George F Green*, and with the privity and consent of the said *Mary Green*, did grant, bargain, sell, release and confirm, and the said *George F. Green*, did grant, release, ratify, and confirm unto the said *John Maire and Christopher Denton*, and their heirs, all that messuage, or tenement, and farm, with the appurtenances, and the several lands and grounds thereto belonging, or therewith used and enjoyed, estimated at five hundred acres, and consisting of the following closes, fields, or parcels, *viz. Would Walk, &c.* and all that, &c. or by whatsoever other name or names the said several messuages or tenements, farms, tithes, rents, hereditaments, or any of them then were, or at any time or times theretofore had been called, known, or distinguished, and also all houses, out-houses, edifices, buildings, barns, stables, yards, gardens, orchards, lands, meadows, pastures, feedings, woods, under-woods, hedges, ditches, mounds, fences, commons, ways, waters, water-courses, easements, profits, privileges,

vileges, hereditaments and appurtenances whatsoever, to the said messuages, farms, lands, tenements, hereditaments, and premisses therein before mentioned, to be thereby granted and released, or any of them belonging or any-wise appertaining, or to or with the same, or any part thereof, used, held, occupied, possessed, or enjoyed, or accepted, reputed, taken, or known, as part, parcel, or member thereof, or of any part thereof, and the reversion and reversions, remainder and remainders, rents, issues, and profits of all and singular the same premisses; to hold unto the said *John Maire* and *Christopher Denton*, and their heirs, to the several uses, upon the trusts, and to and for the ends, intents, and purposes, and subject to the provisoes, declarations, and agreements thereafter expressed and declared, that is to say, to the use of the said *George F. Green*, and his assigns, during his life, without impeachment of waste, other than in pulling down houses, and not re-building the same, remainder to the use of the said *John Maire* and *Christopher Denton*, and their heirs, during the life of the said *George F. Green*, in trust, to preserve the contingent remainders, and immediately after the decease of the said *George F. Green*, to the use of the first and every other son of his body, to be begotten successively, in tail male, and in default of such issue, to the use of the said *John H.* and his assigns, for his life, without impeachment of waste, other than such waste

as aforesaid, remainder to the use of the said *John Maire* and *Christopher Denton*, and their heirs, during the life of the said *John H.* in trust, to preserve the contingent remainders, and after the decease of the said *John H.* to the use of the first and every other son of his body to be begotten successively, in tail male, and for default of such issue, to the use of the said *Windsor H.* for his life, without impeachment of waste, other than such waste as aforesaid, remainder to the said *John Maire* and *Christopher Denton*, and their heirs, during the life of the said *Windsor H.* in trust, to preserve the contingent remainders; and after the decease of the said *Windsor H.* to the use of the first and every other son of his body to be begotten successively, in tail male, and for default of such issue, to the use of the right heirs of the said *George Green*, the testator, for ever: in which said indenture tripartite, is contained a proviso or power, in the words, or to the effect following, that is to say, Provided always, nevertheless, and it is hereby declared and agreed by and between the parties to these presents, that it shall and may be lawful to and for the said *George F. Green* and *John H.* and *Windsor H.* when, and as they shall respectively be in the actual possession of the said hereby released premisses, with the appurtenances, by virtue of, or under the limitations herein contained, but not before, or otherwise, by deed or

• A proviso in such deed enabling the tenants for life to make jointures.

deeds, to be by them respectively duly executed, in the presence of, and attested by two or more credible witnesses, to direct, limit, or appoint all or any of such premises, with the appurtenances, unto, upon, or to the use of any woman or women whom they shall respectively marry or take to wife, for and during the life or lives, only of such woman or women respectively, for her or their jointure or jointures, so as the lands, tenements, and hereditaments so to be limited, for such jointure or jointures respectively as aforesaid, shall not exceed the yearly value of one hundred pounds, for every one thousand pounds, which shall *bona fide* be had and received in marriage with, or as the marriage portion of such respective wife or wives, and so proportionably for a greater or lesser sum than one thousand pounds; *And whereas* a marriage is agreed upon, and intended to be soon had and solemnized by and between the said *George F. Green*, and the afore named *Catherine P—*, by and with the consent and approbation, as well of her mother the said *Ann* lady dowager *P—*, and the said *Philip Somers*, the testamentary guardians of her the said *Catherine P—*, as of her godmother the said *Catherine* lady dowager *Stour*, testified by their being parties to, and respectively executing of these presents; And it appearing on the treaty of the said intended marriage, that the present portion or fortune of the said *Catherine P—*,
amount-

A marriage intended.

The lady's fortune

amounted to the sum of ten thousand pounds, and that the same consisted of the several sums following, viz. of the sum of six thousand six hundred and sixty-six pounds thirteen shillings and four pence, being the said *Catherine P—*'s share and proportion of, and in the sum of twenty thousand pounds secured and provided for the portions of the daughters of the said *Robert James*, late lord *P—*, by the said *Ann*, lady *P—*, in and by the settlement, made in pursuance of certain articles, previous to their intermarriage, dated on or about the 10th day of *July 17—*, and of the further sum of three thousand three hundred and thirty-three pounds six shillings and eight-pence, now agreed to be given and advanced by the said *Catherine* lady dowager *Stour*, of her own free will as a bounty to the said *Catherine P—*

It was on the said treaty, agreed that the said sum of ten thousand pounds, should be actually paid to, and be had, and received by the said *George F. Green*, in order to enable him to make the several payments, and to execute and perform the several matters and things herein after mentioned, and it was thereupon further agreed, that in consideration as well of the said intended marriage, as of the said marriage portion, he the said *George F. Green*, should in the first place, secure to the said *Catherine P—*, during the joint lives of herself and the said *George F. Green*, her intended hus-

has been agreed to be paid to the intended husband, to enable him to make a settlement.

In consideration whereof he has agreed to secure 200 l. a year to the lady, during coverture in the nature of pin money, and by virtue of the power in the will and settlement, to limit

lands of the
yearly value of
1000 l. to the
wife, as a jointure
after his
death,

band, the due payment of the annual sum of two hundred pounds by the year, tax free, for her separate use, during the said intended coverture, in nature of pin-money; and also that he the said *George F. Green*, should, in exercise of the powers and authorities given and reserved to, and vested in him, in and by the said will of the said *George Green* his uncle, and the said settlement of the 29th day of *July* last past, and in pursuance thereof, direct, limit, and appoint to, and to the use of the said *Catherine P* —, for and during her life, for her jointure, so many and such parts of the messuages, farms, lands, and hereditaments, comprised in the said settlement or indenture of the 29th day of *July* last past, as should be of the yearly value of one hundred pounds by the year, for every sum of one thousand pounds, which the said *George F. Green* should, so as aforesaid, receive with the said *Catherine P* —, as her present marriage portion; and further that he the said *George F. Green*, should and would, by and out of some other sufficient real estate, secure to the said *Catherine P* —, yearly, and every year during her life, in case she should survive the said *George F. Green* her intended husband, and take effect on his death, the payment from time to time of such further yearly sums as should make up and compleat the yearly rents, annual produce, and income of the said messuages, farms, lands, and hereditaments, so to be directed, limited, and appointed

pointed to her for her jointure, to the full, clear annual or yearly sum of one thousand pounds by the year, clear of all taxes and deductions whatsoever, and that for the maintenance and support of the younger sons of the said *George F. Green*, by the said *Catherine P* — provision should be made for the raising and paying of an annual sum of two hundred pounds by the year, for the support and maintenance, after the death of the said *George F. Green*, of such younger son and sons during their lives, and that such portions should be settled on, or secured for the daughters of the said *George F. Green*, by the said *Catherine P* —, during their lives as herein after are mentioned; but as the said portion or fortune of the said *Catherine P* — cannot be actually raised and paid unto, and received by the said *George F. Green*, before the solemnization of the said intended marriage; and it is doubtful whether by the form and tenor of the will of the said *George F. Green*, and the last recited indenture a legal and effectual jointure can be directed, limited, and appointed, of or in any part of the premises therein comprized, unto and for the benefit of the said *Catherine P* —, unless and until a proportionable part of her portion shall be actually paid unto, or received by the said *George F. Green*; NOW THEREFORE THIS INDENTURE WITNESSETH, that in consideration of the said intended marriage, and of the portion

and likewise to raise an annual sum for the support of younger children,

and it being doubtful whether a perfect jointure can be appointed until the wife's fortune is paid to the husband,

therefore in consideration of the marriage, the lady's fortune, and to carry the treaty into execution,

the intended
husband co-
venants to pay
to the intended
wife, or her
appointee, 200l.
a year,

or fortune of the said *Catherine P*——, here-
in before mentioned and specified, and to the
intent that the aforesaid agreement entered
into, upon the treaty for the said marriage,
on the part and behalf of the said *George
F. Green*, may be carried into execution,
he the said *George F. Green*, for himself, his
heirs, executors, and administrators, doth
hereby covenant, promise, grant, and agree, to
and with the said *Ann lady P*——, and *Philip
Somers*, their heirs, executors, administrators,
and assigns, that in case the said intended mar-
riage shall take effect, he the said *George F.
Green*, shall and will well and truly pay or cause
to be paid, during the joint lives of himself,
and the said *Catherine P*——, unto her the said
Catherine P——, or to such person or persons as
she by writing under her hand, shall from time
to time, order, direct, or appoint, the an-
nuity or yearly sum of two hundred pounds,
of lawful money of *Great Britain*, tax free, and
clear of and from all deductions, for present or
future parliamentary, or other taxes, assess-
ments, or impositions whatsoever, at or on the
feasts of *St. Michael* the Archangel, the birth
of our Lord *Christ*, the Annunciation of the
blessed Virgin *Mary*, and the Nativity of *St.
John* the Baptist, in every year by equal por-
tions, the first payment thereof to begin
and be made at such of the said feasts as
shall next happen, after the solemnization of
the said intended marriage, which said annuity

or

free from con-
troul.

or yearly sum of two hundred pounds is hereby declared to be for the separate use and disposition of the said *Catherine P* —, and is not to be subject to the debt, disposition, or controul of the said *George F. Green* her intended husband; and the receipt or receipts of the said *Catherine P* —, or of such person or persons as she shall appoint to receive the same, shall be a sufficient and effectual discharge for the growing payments thereof. AND THIS INDENTURE FURTHER WITNESSETH, that for the considerations and purposes herein before mentioned, he the said *George F. Green* for himself, his heirs, executors, and administrators, doth hereby further covenant, grant and agree, to and with said *Anne lady P* — and *Philip Somers*, their heirs, executors, administrators, and assigns, that in case the said intended marriage shall take effect and be solemnized, he the said *George F. Green* shall and will, at his own costs and charges, and at the request of the said *Anne lady P* — and *Philip Somers*, or of the survivor of them, or the heirs, executors, or administrators of such survivor, make, seal, perform, and execute, or cause and procure to be made, sealed, performed, and executed such acts, deeds, settlements, conveyances, and assurances in the law, as shall from time to time by the said *Ann lady P* — and *Philip Somers*, or the survivor of them, or the heirs, executors, or administrators of such survivor, be reasonably required,

And for the purposes aforesaid will by proper deeds,

assure lands to
trustees for 99
years determin-
able on his the
intended hus-
band's death,
in order to se-
cure the pay-
ment of the
annuity.

required, and as by their, his, or her counsel shall be thought requisite and necessary for the granting, leasing, and demising a competent part of the premisses comprised in the will of the said *George F. Green* unto the said *William lord Stour* and *Thomas Bell*, their executors, administrators, and assigns for the term of ninety-nine years, to commence, and be computed from the time of the solemnization of the said intended marriage, if he the said *George F. Green* shall so long live, upon trust to permit and suffer the said *George F. Green* and his assigns to hold and enjoy the premisses so to be thereby demised, and to receive and take the rents, issues, and profits thereof, until default shall happen to be made in payment of the said annuity or yearly sum of two hundred pounds so covenanted to be paid for the separate use of the said *Catherine P*—— for the space of forty days next after any of the said quarterly feasts whereon the same ought to be paid as aforesaid, and from and after any such default as aforesaid, then upon trust, by and out of the rents, issues, and profits of the said demised premisses, or by mortgage, sale, or other disposition thereof, for all or any part of the said term, or by all or any of the ways and means aforesaid, raise, levy, and pay, from time to time, all the arrears and growing payments of the said annuity, which shall from time to time incur and become due, together with all such costs,

costs, charges, damages, and expences, incident to the raising, and levying the same, as shall be sustained for or by reason or means of the non-payment or detention of the same, and upon trust, after such payments respectively as aforesaid, to permit and suffer the said *George F. Green* and his assigns to receive the surplus of the rents and profits, to and for his and their own use and benefit, in which said intended settlement shall be contained, a proviso purporting, that if the said *Catherine P* ——— shall die in the life-time of the said *George F. Green*, or when the several trusts herein thereby to be declared of the said term of ninety-nine years shall be fully performed and satisfied or discharged, then the same term shall cease, determine, and be void ; *and also that be the said George F. Green shall and will* after the said intended marriage shall be had and solemnized, from time to time during his life, as and when he shall receive any part of the said portion with the said *Catherine P* ——— in *exercise and by force and virtue of the said power* given and reserved to, and vested in him, in and by the said indenture tripartite of the 29th of *July* last past, and by force of all other powers and authorities him thereunto enabling in that behalf, duly direct, grant, limit, and appoint so many and such parts and parcels of the said several messuages, farms, lands, tenements, hereditaments and premisses, in and by

And also in execution of the power reserved to him limit lands to secure a jointure to the intended wife after his death.

the said last mentioned indenture, first limited in use to the said *George F. Green* for his life, and comprised within, and made subject to, the said power, as shall be of the yearly value of one hundred pounds for every sum of one thousand pounds which he the said *George F. Green* shall actually and *bona fide* receive of the present portion of the said *Catherine P*— here-in before mentioned, and in the like proportion for any part of the said portion which shall from time to time be actually and *bona fide* received by him the said *George F. Green*, according to the tenor, purport and true meaning of the same indenture tripartite. To hold such messuages, lands, tenements, hereditaments, and premises so to be granted, directed, limited, and appointed, or mentioned, or intended so to be, with the appurtenances, unto and to the use and behoof of the said *Catherine P*— and her assigns for and during the term of her natural life for her jointure, to take effect in possession from and immediately after the decease of him the said *George F. Green* in case the said intended marriage between them shall take effect, and she shall happen to survive him, and to be lieu, bar, and satisfaction of the dower and thirds at common law which she can or may have or claim, of, into, or out of, all and every or any the manors, messuages, lands, tenements, and hereditaments of the said *George F. Green* or whereof or wherein he or any person

son or persons, in trust for him, now is or at any time after the solemnization of the intended marriage between him and the said *Catherine P*—— during their joint lives shall or may be seised of any estate of freehold and inheritance; and the said *George F. Green* for the consideration herein before mentioned, doth as much as in him lieth, limit, and appoint unto the said *Catherine P*—— and her assigns for her life, for her jointure, all and every the said messuages, farms, lands, tenements, hereditaments, and premisses in and by the said last mentioned indenture of the 29th of *July* last past, first limited in use to him for his life, and which he is thereby authorised and impowered to limit and appoint as and for a jointure as aforesaid, which messuages, farms, lands, and premisses hereby so limited and appointed are together of the annual value of nine hundred and ninety-seven pounds and ninepence one farthing, and do not exceed the yearly value of one hundred pounds for every sum of one thousand pounds which the said *George F. Green* will be so as aforesaid entitled to receive with the said *Catherine P*—— as a present portion. *To have and to hold* the said messuages, lands, tenements, hereditaments, and premisses mentioned and intended to be hereby limited and appointed, with their and every of their appurtenances, unto and to the use of the said *Catherine P*—— and her assigns, for and during the term

The appointment of lands for a jointure.

As the lands
agreed to be
appointed to
secure the wife's
jointure,

may be sub-
ject to a deduc-
tion for land-
tax, &c.

term of her natural life for her jointure, to take effect, in possession, from and immediately after the said decease of him the said *George F. Green* in case such intended marriage shall take effect, and she shall happen to survive him, and to be in lieu, bar, and satisfaction of her dower as aforesaid. *And whereas* the lands, tenements, and hereditaments herein before agreed to be settled, limited, and appointed, or intended to be settled, limited, and appointed, unto, upon and to the use of the said *Catherine P*— for her life, for or in the name of her jointure as aforesaid, are of such yearly rent or value of nine hundred and ninety-seven pounds and nine pence one farthing, after a deduction of certain yearly rents and annual payments issuing and going out of the same, and amounting together, to the yearly sum of fifty three pounds three shillings and threepence; but as the same premisses so agreed to be limited, settled and applied on the said *Catherine P*— as a jointure, are and probably will be subject to the land-tax, charged and assessed, and to be charged and assessed upon the same, for the time being, by authority of parliament, and may also happen to be subject to other out-goings as the clear yearly income of the jointure estate, after the yearly rents and taxes, and other out-goings, as together with the charges of collecting and other incidental expences are deducted, may, and probably will fall short of, and not be sufficient for

for making up and constituting such jointure of one thousand pounds a year tax free, according to the terms, and pursuant to the said agreement upon such treaty for the said intended marriage as aforesaid: *And whereas* the said *George F. Green* is willing and desirous that the said treaty and agreement should be strictly pursued and compleatly carried into execution, and beside that, instead of the contingent and uncertain estates and interests which he and his sons respectively might possibly have and be intitled to in the lands and hereditaments of the said *Thomas Green*, his father, under the devises and limitations of his will, and which lands and hereditaments would, in all events, vest in and belong to some or one of them respectively, a competent and certain provision should be made for them respectively, suitable to the estate of the said *George F. Green*; but as it is apprehended that, under the circumstances afore mentioned, the said *George F. Green* cannot make an effectual provision out of his father's estates for supplying the deficiency of the jointure so stipulated and contracted for upon the treaty for the said intended marriage, and for raising and providing a maintenance for the younger sons of the said marriage without the aid and authority of an act of parliament, *therefore the said George F. Green, for the consideration herein before mentioned, doth hereby covenant and grant to and with the* said

and the intended husband is desirous that the agreement should be compleatly carried into execution, and that a proper provision should be made for younger children, which cannot be effectuated without an act of parliament,

he therefore covenants to apply for an act of parliament.

The purposes of
the act speci-
ed.

said *Ann* lady *P* — and *Philip Somers*, their heirs and assigns, that he the said *George F. Green*, or his heirs, shall and will, in the next session of parliament, or as soon after as the same can be done, apply for and endeavour to obtain an act of parliament for vesting all the manors, messuages, lands, tenements, and hereditaments devised by the will of the said *Thomas Green* as aforesaid in trustees to be named in such act, their executors, administrators, and assigns, for a term of five hundred years, in trust, after the death of the said *George F. Green*, by and out of the rents and profits of the premisses to be comprized in the said term, in the first place to raise and levy such yearly sum and sums of money during the life of the said *Catherine P* —, as together with the clear yearly income of the lands and hereditaments herein before limited, in use to her for her life for her jointure as aforesaid, after the said yearly rents and taxes, and such other out-goings, charges, and expences, as aforesaid, shall be deducted, will make up and constitute a clear neat yearly sum of one thousand pounds a year, free from all deductions whatsoever, and shall and do pay the same unto the said *Catherine P* —, and her assigns, during her life, for her and their proper use and benefit; and also upon trust after the death of the said *George F. Green*, by and out of the rents and profits of the said premisses, to be comprized

in the said term of five hundred years, in the next place to raise, levy, and pay the annuity or yearly sum of two hundred pounds of lawful money of *Great Britain*, free from all taxes and deductions whatsoever, unto and amongst all and every the younger son and younger sons of the said intended marriage for the time being, for and during the natural life and lives of such younger son and younger sons respectively, by equal half yearly payments, at or on the Feast of *Saint Michael* the Archangel, the Annunciation of the Blessed Virgin *Mary* in every year, by equal portions, the first payment thereof to begin and be made at or on such of those feasts as shall first and next happen after the death of the said *George F. Green*; and as to the reversion of the said manors, lands, and hereditaments devised by the will of the said *Thomas Green* the father, expectant upon the said term of five hundred years, and subject thereto, the same shall in and by the said intended act be directed to go and remain to the use of such person and persons, and upon such trusts, and for such intents and purposes, and charged and chargeable in such manner as the said *George F. Green* and *Catherine P*— shall be advised to propose to parliament for that purpose, or to such other uses, or in such other manner as by parliament shall be deemed reasonable to be directed, enacted, or declared in that behalf; in which act there shall be contained a clause or proviso, whereby it shall be

A mortgage
from the last
testator recited.

provided and declared, that when and as all the trusts of the said term of five hundred years shall be satisfied and performed, or shall be discharged, then the said term of five hundred years shall cease, determine, and be void, or to some such effect: *And whereas*, by indenture bearing date the 3d December, 17—, and made, or mentioned to be made between the said *George Green*, the testator, of the one part, and *Nathaniel Pow*, commonly called lord *Nathaniel Pow*, of the other part, in consideration of six thousand pounds therein mentioned to be paid to the said *George Green* by the said lord *Nathaniel Pow*, all that the said manor or lordship, and rectory or parsonage impropriate, of *Six* aforesaid, and all and every the messuages, tithes, mills, lands, tenements, rents, and hereditaments whatsoever, late of him the said *George Green*, situate, lying, and being within the manor or lordship of *Six* and *Sixhill*, or either of them, in the said county of *Norfolk*, were demised unto the said lord *Nathaniel Pow*, his executors, administrators, or assigns, for a term of five hundred years, by way of mortgage, for securing the payment by the said *George Green*, his executors, administrators, or assigns, unto the said lord *Nathaniel Pow*, his executors, administrators, or assigns, of the sum of six thousand pounds and interest for the same, and subject to redemption upon payment of the said sum of six thousand pounds and interest accordingly. *And*
whereas

whereas the manor and premises comprised in the said recited security were afterwards by a deed poll, or instrument in writing, under the hand and seal of the said *George Green*, bearing date the 3d of *August*, 17—, and indorsed on the said recited indenture of mortgage, charged with and made a security for the payment by the said *George Green*, his heirs, executors, administrators, or assigns, unto the right honourable lady *Ina Pow*, widow, and sole executrix of the said lord *Nathaniel Pow*, and now the wife of *Francis Dell*, esq; her executors, administrators, or assigns, of the further sum of two thousand pounds advanced and lent by her to the said *George Green*, with interest for the same, as is therein mentioned; and which said mortgage or security hath, by virtue of an order of the court of Chancery, dated the 22d *January*, 17—, made in a cause there depending, between *Jane Pow*, daughter, and only surviving child of the said late lord *Nathaniel Pow* and *Ina* lady *Pow*, now lady *Ina Dell*, an infant, by *Thomas Hussey*, esq; her next friend, plaintiff, and the said *Francis Dell* and lady *Ina* his wife, *Matthew Lamb*, esq; the right honourable *John* earl *G—*, and the honorable *Mary* countess *G—*, his wife, the right honourable *George* earl of *C—*, and Sir *Thomas R—*, bart. defendants, been assigned to, and is now vested in the accountant general of the said court of

A further
mortgage re-
cited,

The intended husband has paid part of the testator's debts, and the interest of all mortgages,

and intends to pay the whole,

for which account he will, under the decree, be intitled to stand in the place of such creditors ;

he therefore covenants to procure the decree with effect,

Chancery, for the residue of the said term of five hundred years, in trust in the said cause, and for the benefit of the said *Jane Pow* the infant: *And whereas* the said *George F. Green* hath already, out of his own money, paid and discharged one bond debt, and the interest thereof, and all the interest of the several mortgages, and other bonds of the said testator *George Green*, which had accrued due at the time of his death, and all or the greatest part of the simple contract debts, and some of the legacies of the said testator *George Green*, to the amount of one thousand eight hundred and sixty-three pounds nineteen shillings and five-pence halfpenny, or thereabouts, and doth propose and intend shortly to pay other debts and legacies out of his own estate and effects, and for which interest, debts, and legacies so paid, and hereafter to be paid by the said *George F. Green* as aforesaid, he will, by virtue and under the said will of his said late uncle *George Green*, and the said decree of the 10th of *May*, 17—, be entitled to a repayment and satisfaction out of the money to arise by sale of the said testator's real estate, NOW THIS INDENTURE WITNESSETH, that for the consideration and purposes herein before mentioned, he the said *George F. Green* for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and grant to and with the said *William lord Stour* and *Thomas Bell*, their executors,

cutors, administrators, and assigns, that he the said *George F. Green*, his heirs, executors, or administrators, shall and will at his and their own costs and charges, with all convenient speed and expedition, prosecute, or cause to be prosecuted, the said last mentioned decree of the said court of Chancery, so as that an account of the debts and legacies of the said testator *George Green*, already paid and discharged by the said *George F. Green* out of his own money at the time of taking such account, and for which the said *George F. Green* will be entitled to a repayment and satisfaction out of the money so directed to be raised from the said testator's real estate under his said will, and by virtue of the said decree as aforesaid, may be fully had, taken, ascertained, and effected, and also that immediately after such account shall be taken and compleated, he the said *George F. Green*, his heirs, executors, or administrators shall and will effectually assign, assure, transfer, and make over such and so many of the said debts and legacies so already paid or to be paid off and discharged by him as aforesaid, as shall amount to the full and just sum of two thousand pounds principal money, and all his estate and interest therein respectively, unto the said *William lord Stour* and *Thomas Bell*, their executors, administrators, and assigns; And also that he the said *George F. Green*, his heirs, executors, or administrators,

so that an account may be taken of the debts which he has paid,

and after such account taken he will assign debts and legacies paid, to the amount of 2000l. to trustees.

He likewise covenants to pay off, with part of the lady's fortune; the recited mortgages, and procure assignments of the same to be made to the trustees.

shall and will, within twelve months next after the solemnization of the said intended marriage, or so soon after as conveniently may be, with and out of the sum of eight thousand pounds, parcel of such ten thousand pounds, the portion of the said *Catharine P*——, pay and discharge, or cause or procure to be paid off and discharged, the said principal sum of eight thousand pounds, so secured and due and owing upon or by virtue of the said mortgages or securities made to the said lord *Nathaniel Pow* and lady *Ina Pow* respectively, and now vested in the said accountant general of the court of Chancery as aforesaid, and shall and will cause and procure an effectual assignment, assurance, and transfer to be made of the said sum of eight thousand pounds, and the said mortgaged premisses, unto the said *William* lord *Stour* and *Thomas Bell*, their executors and administrators, for all the residue of the said term of five hundred years, which shall be then to come and unexpired; *in which assignments and assurances it shall be declared*, and it is the true intent and agreement of these presents, that the said *William* lord *Stour* and *Thomas Bell*, their executors and administrators, shall stand and be possessed of and interested in the said debts, legacies, and mortgage or security, as shall be assigned or made over to them in pursuance of the covenant herein last before inserted and contained, and the principal money

ney and interest secured by the said mortgage upon trust, that the said last mentioned trustees do and shall call in and receive the said debts and legacies, and the said principal sum of eight thousand pounds secured by the said mortgage as aforesaid, or any of them, or any part thereof, and with the consent and approbation of the said *George F. Green*, do and shall place out the money so to be called in, upon the public funds, or government or real security, at interest, and also do and shall from time to time, with the like consent and approbation, call in the principal money so to be placed, and place out the same again on new or other funds or securities of the like nature, at interest; and shall and do permit and suffer the interest, dividends, and yearly proceeds arising and to be produced from such funds and securities to be received and taken by the said *George F. Green* and his assigns during his life, to and for his and their proper use and benefit; *and therein also it shall be agreed and declared*, that immediately after the decease of him the said *George F. Green*, they the said *William* lord *Stour* and *Thomas Bell*, their executors, administrators, and assigns shall stand and be possessed of and interested in the said funds and securities, and the principal money thereby secured and to be secured respectively, and all interest, dividends, and yearly proceeds arising, and to be produced from the same; *Upon trusts,*

Declarations of trust to be inserted in the assignments that the debts, &c. shall be placed upon government securities, the interest whereof the husband shall receive during life.

After his death the

trustees to be
possessed of the
securities, &c.
for the benefit
of younger
children.

and to and for the purposes, and subject to the provisoes, and declarations herein after mentioned, expressed, and declared, that is to say, as to the principal money or funds, consisting of such eight thousand pounds, and two thousand pounds as aforesaid, making together the sum of ten thousand pounds, in trust, for and as the portion and portions of all and every the child or children of the said intended marriage, other than and except an eldest or only son, to be equally divided between them, if more than one, and if there shall be but one such child, the whole to go to and be in trust for such only child, the portion and portions of such of the said children as shall be a son or sons, at his and their respective ages of twenty-one years, and such of the said children as shall be a daughter or daughters, at her or their respective ages of twenty-one years, or day or days of marriage, which shall first happen; but to be paid at the respective times herein after mentioned, that is to say, the portion and portions of the said younger son and younger sons of the said intended marriage, to be paid to such of them as shall be under the age of twenty-one years, at the time of the death of the said *George F. Green*, when, and as they shall respectively attain the age of twenty-one years, and to such of them respectively as shall attain the age of twenty-one years, in the lifetime of the said *George F. Green*, at the end
of

of three calendar months next after his death, with such interest, from the time of his death as shall be made, of such portion or portions respectively, and the portion and portions of the daughter and daughters of the said intended marriage, to be paid to such as shall be under the age of twenty-one years, and unmarried at the time of the death of the said *George F. Green*, at her and their respective ages of twenty-one years, or day or days of marriage, which shall first happen, and to such of the said daughters as shall attain the age of twenty-one years, or be married in the life-time of the said *George F. Green*, at the end of three calendar months next after his death, with such interest from his death as aforementioned, *in which said assignment or assurance it shall be provided and declared*, that in case the said *George F. Green*, shall by writing under his hand, direct or appoint any of the said portions which shall be vested in any of the children of the said intended marriage, at the respective times herein before mentioned, or any part thereof respectively, to be raised and paid during his life-time, then and in such case the said *William lord Stour* and *Thomas Bell*, and the survivor of them, and the executors and administrators of such survivor, shall raise, levy, and pay such portion or portions, or any part or parts thereof, pursuant to such directions accordingly; *And in the same assignment or assurance,*

Proviso to be inserted in the assignment, viz. the husband may appoint the children's portions to be paid during his life.

The trustees may after the decease of the husband, until the children's portions become due, apply the dividends towards their maintenance.

Surviving child or children to be intitled to the share or shares of those dying.

surance, it shall be provided and declared, that they the said *William*, lord *Stour*, and *Thomas Bell*, and the survivor of them, and the executors and administrators of such survivor, shall and do after the decease of the said *George F. Green*, pay, apply, and dispose of the interest and dividends, and proceed arising, and produced from the said funds and securities, for and towards the maintenance and education, or otherwise, for the benefit and advantage of the said child and children respectively, in such shares and proportions, and in such manner as to the said *William* lord *Stour*, and *Thomas Bell*, or the survivor of them, or the executors or administrators of such survivor shall seem requisite, until his, her, or their portion or portions shall by virtue hereof, become payable; *Provided always* that if any of the younger sons of the said intended marriage, shall die under the age of twenty-one years, or become an eldest or only son, and any of the daughters of the said marriage, shall die under the age of twenty-one years, and unmarried, then the portion and portions hereby provided for each such child or children so dying, or for such younger son so becoming an eldest or only son, shall from time to time accrue, belong unto, and vest in the survivors and survivor of them, and shall be divided and paid between or amongst them, if more than one, and in case of any, only one, then the whole to be paid to such only one, at such times, and in such manner as is herein before agreed

agreed to be directed and provided, concerning his, her, and their original portion and portions respectively ; *And therein also it shall be further provided* and declared, that in case any sum or sums of money shall, by virtue of the proviso herein last before agreed to be inserted and contained in the said assignment or assurance vest in and devolve upon any child or children of the said intended marriage, intitled to portions as aforesaid, by way of survivorship, or accruer as aforesaid, then all such sum and sums of money so vesting, devolving, and accruing as aforesaid, shall from time to time, as the case shall so happen, be subject and liable to such right condition contingency, accruer or survivorship, in favour, and for the benefit of the surviving child and children of the said intended marriage as are hereinbefore declared of and concerning the original portion and portions of such child or children as aforesaid ; *In which said intended assignment or assurance, there shall all also be inserted a clause or proviso, whereby it shall be agreed and declared, that in case the said act of parliament herein before mentioned and agreed to be applied for, shall at any time during the life-time of the said George F. Green, be obtained and passed into a law, then and immediately from thenceforth the portions and provisions hereby made payable to, and provided for the younger sons of the said intended marriage, shall wholly devolve upon and go, accrue, belong to, and be paid*

In case the act of parliament shall be obtained, the provision for the sons to devolve upon the daughters.

to the daughter and daughters of the said intended marriage, at such times and in such manner as is herein before directed and provided, concerning her and their said original portion and portions respectively, as if all such younger son or sons had been actually dead before they had attained the age of twenty-one years, or had never been in being or existed, unless the said *George F. Green* shall at any time or times, by any instrument in writing under his hand and seal, attested by two or more credible witnesses, otherwise direct or appoint, in which case the share and shares of the said younger son and younger sons, shall be declared to vest in and to be payable to them, as if such act of parliament had not been obtained; and a proper clause or proviso shall be inserted in the said assignment or assurance to that, or to the like or some such effect; *and therein also shall be inserted a clause* whereby it shall be provided, that if the said *George F. Green*, shall in his life-time settle, give, or advance any sum or sums of money, lands, tenements, goods, chattels, or real or personal estate, unto, for, or upon any child or children of the said intended marriage, intitled to portions as aforesaid, then such sum and sums of money, and the value of such lands, tenements, goods, chattels, and real and personal estate, shall be accounted, deemed, and taken as part, if less, or if as much or more, for the whole of the portion and portions hereby provided,

And also if the husband shall settle estates equal in value upon the children, the same shall in that behalf be deemed a satisfaction of the aforesaid portions, unless declared to the contrary.

provided, for such child or children respectively, unless the said *George F. Green*, shall by writing under his hand and seal, signify and declare to the contrary; *Provided also, and it is hereby agreed and declared*, that if there shall be no child or children of the said intended marriage, other than and except an eldest or only son, or there being such child or children, all such of them as shall be a son or sons, shall die under the age of twenty-one years, and the said daughters shall die under the age of twenty-one years, and unmarried, then and in such case the said *William*, lord *Stour*, and *Thomas Bell*, and the survivor of them, and the executors and administrators of such survivors shall stand and be possessed of, and interested in, the said funds and securities and the principal money and interest thereby secured, or intended so to be secured, and all benefit and advantage thereof in trust for the said *George F. Green*, his executors, administrators, and assigns. Now THIS INDENTURE FURTHER WITNESSETH, that for the consideration herein before mentioned, he the said *George F. Green* doth hereby covenant, promise, grant, and agree to and with the said *Ann* lady dowager *P——* and *Philip Somers*, their heirs, executors, and administrators, that in case the said intended marriage shall take effect and be solemnized, and any legacy or sum or sums of money whatsoever, during the coverture between him and the said *Catherine P——* either

In case there shall be no children of the marriage the trustees to stand possessed &c. for husband.

The husband further covenants that all property that may devolve upon the wife after marriage shall be subject to her separate disposition.

ther shall, at, or upon the deaths of the right honourable *Robert Edward* now lord *P*—— and the honourable *Barbara P*—— and *Juliana P*—— the brothers and sisters of the said *Catherine P*——, or by or upon the death of any of them accrue or belong to, or vest in her the said *Catherine P*—— or the said *George F. Green* her intended husband in her right, by virtue, or by or under any clause, trust, proviso, or agreement contained in the settlement of the 10th day of *July* 17—, made by the said *Robert James*, late lord *P*—— and inrolled in the high court of Chancery as aforesaid, or by virtue of, or under the will of the said *Robert James*, late lord *P*—— respectively, or either of them, or shall otherwise however accrue or belong to, or vest in the said *Catherine P*—— or the said *George F. Green* her intended husband in her right, then he the said *George F. Green* shall and will within six months next after what shall become so vested in, or belong to him or her, as aforesaid, by some proper deed or deeds, writing or writings, or assurances in the law, duly convey, assign, and make over, or join with the said *Catherine P*—— in so assigning and making over such legacies, and sum and sums of money, and all benefit and advantage thereof, unto some proper person or persons to be named by the said *Catherine P*—— his and their executors, and administrators, in trust and in order the same may be held and enjoyed,

enjoyed, applied, and disposed of, in such manner, and to and for such uses, intents, and purposes, as she the said *Catherine P* —, notwithstanding her coverture, shall by writing under her hand, order, direct, or appoint, and to the intent that the same may go and be applied and disposed of, to and for the sole peculiar and separate use of the said *Catherine P* — or as she shall from time to time, direct, or appoint, and that the same may not be subject to the debts, controul, disposition or engagements of the said *George F. Green* her intended husband. *Provided always and it is hereby agreed* and declared by and between the parties to these presents, that the several trustees herein before named, for the purposes herein before mentioned, shall not, nor shall any of them, or the executors or administrators of any of them be answerable or accountable for any money to be received by virtue of, or under the trusts hereby in them reposed any otherwise than each person for such sum and sums of money as he shall respectively actually receive, and that no one of them shall be answerable or accountable for the acts, receipts, neglects, or defaults of the other of them, or any banker or bankers with whom any such trust money shall from time to time happen to be deposited or placed for safe custody, and also that they the said trustees, their respective heirs, executors, and administrators, shall and may, by and out of the
estate

Clause of indemnity to trustees.

Original Precedents

estate and effects hereby vested, or to be vested in them respectively, retain, and reimburse themselves all costs, charges, damages, and expences, which they respectively shall or may sustain, or be put unto, in and about the execution of the trusts hereby in them respectively reposed. IN WITNESS, &c.

I have perused and approved this draught, on behalf of *Ann lady P—* and the honorable Miss *Catherine P—* her daughter.

JOHN MAIRE.

P. S. Also for lady *Stour* as far as she is concerned.

J. M.

I have perused this draught, but as I have been but lately advised with, in relation thereto, and the plans for the intended settlement were in a manner settled and fixed before I was consulted therein, I have had no opportunity to deliver my sentiments to the parties concerning the same, as there is a necessity to apply for an act of parliament concerning the estates of Mr. *Thomas Green*, I think there might have been found some method to incorporate therein other things to supply and explain the will of Mr. *George Green*, and to effectuate these present settlements without any application to the court of Chancery, but in the present method

thod of proceeding, I have perused this draught for all the parties, and as now settled I approve thereof.

J^A. BOOTH.

I have perused and do approve of this draught on the behalf of *George F. Green, esq;*

ROBERT HARPER..

A Settlement before Marriage, whereby the Husband's Father covenants in consideration of the Marriage, and of Money received from the Lady's Father, to secure to the Son during Life an Annuity, and also to purchase for him with Part of the Money, Rank in the Army.—He likewise covenants to place Part of the Lady's Fortune in the Funds, and to pay a further Sum to Trustees to be settled upon various Trusts for the Benefit of Husband and Wife and the Children of the Marriage, Part of the Lady's Fortune is herein settled for the Benefit of a Daughter by a first Husband.

No. VII.

THIS INDENTURE tripartite, made the 8th day of *April* in the twenty-third year of the reign of our sovereign lord *George the third* by the grace of God of *Great Britain, France, and Ireland*, king, defender of the faith, &c. and in the year of our Lord 17— BETWEEN

Vol. IV. No. XXIII.

5 U

David

The parties.

A marriage intended,

in consideration whereof, the lady's father agreed to pay to the intended husband's father 4400 l. to be applied upon trusts, viz. 3000 l. part thereof to be settled upon the trusts after mentioned, and the residue to purchase promotion in the army, the husband's father also agreed to secure an annuity to the son and to invest the 3000 l.

David Doe the elder of — *Street*, in the parish of *Saint Giles in the Fields* in the county of *Middlesex*, esq; and *John Doe*, esq; a captain in the first troop of his majesty's horse-guards, (son of the said *David Doe*, of the first part; *Cordelia Crow*, widow, eldest daughter of *Laurence Leming* of *Starforth* in the county of *Durham*, esq; of the second part; and the said *Laurence Leming*, esq; and *William Doe* of — *street* aforesaid, in the county of *Middlesex*, esq; of the third part. *Whereas* a marriage is agreed upon and intended to be shortly had and solemnized by and between the said *John Doe* and *Cordelia Crow*, with the consent and approbation of the said *David Doe* and *Laurence Leming*, testified by their severally being parties to and sealing and delivering these presents, and upon the treaty for the said intended marriage, the said *Laurence Leming* did agree to advance and pay to the said *David Doe* the sum of four thousand four hundred pounds as and for the portion or fortune of the said *Cordelia Crow* to be applied upon the trusts, and for the purposes following, that is to say, the sum of three thousand pounds part thereof to be settled upon the trusts herein after mentioned, concerning the same, and the sum of one thousand four hundred pounds, residue thereof, to be laid out in the purchase of a majority in the said first troop of horse-guards, or of some other commission or promotion in the army for the said *John Doe*,

Doe, and in consideration thereof, the said *David Doe* did agree, that in case the said intended marriage should take effect, he would effectually secure the yearly sum of six hundred pounds to be paid to the said *John Doe* and his assigns during his life, and that he would, within the space of two years next after his receiving the said sum of four thousand four hundred pounds from the said *Laurence Leming* invest the sum of three thousand pounds part thereof in the public stocks or funds, or in government securities, in the names, or name of the said *Laurence Leming* and *William Doe*, or the survivor of them, or the executors, administrators, or assigns of such survivor, and that he would lay out the sum of one thousand four hundred pounds, residue of the sum of four thousand four hundred pounds in the purchase of a majority in the said first troop of horse guards, or of some other commission or promotion in the army, for the said *John Doe*, and he did likewise agree, that he would secure the further sum of two thousand pounds the proper money of him the said *David Doe* to be paid to the said *Laurence Leming* and *William Doe* or the survivor of them, or the executors, administrators, or assigns of such survivor, and it was agreed by and between the said *David Doe*, *John Doe*, and *Laurence Leming* and *Cordelia Crow*, that the said *Laurence Leming* and *William Doe*, their executors,

in the funds and
also the further
sum of 2000l.

The lady's father in pursuance of this agreement hath paid to the intended husband's father 4400 l.

therefore the husband's father covenants,

administrators and assigns should stand possessed of and interested in, all stocks, funds, and securities in or upon which the said sum of three thousand pounds should be laid out or invested, and of and in the said sum of two thousand pounds, and the interest, dividends, and annual produce thereof, and every part thereof respectively, upon the trusts, and for the intents and purposes hereinafter expressed and declared of and concerning the same respectively. *And whereas* in pursuance and performance of the aforesaid agreement, on the part of the said *Laurence Leming* in this behalf, he the said *Laurence Leming* hath advanced and paid the said sum of four thousand four hundred pounds to the said *David Doe*, at or before the sealing and delivery of these presents, the payment and receipt whereof the said *David Doe* doth hereby acknowledge, and thereof, and of and from every part thereof, doth acquit, exonerate, release, and for ever discharge the said *Laurence Leming*, his heirs, executors, and administrators, and every of them by these presents. Now THIS INDENTURE WITNESSETH, that in consideration of the said intended marriage, and of the said sum of four thousand four hundred pounds so advanced and paid by the said *Laurence Leming* to the said *David Doe* as aforesaid, and in consideration of the natural love and affection which he the said *David Doe* hath for the said *John Doe* his son, and for divers other

other good causes and valuable considerations the said *David Doe* hereunto moving, and in pursuance of the said herein before mentioned agreement on the part of the said *David Doe* in this behalf; he the said *David Doe* for himself, his heirs, executors, and administrators doth covenant, promise, and agree to and with the said *Laurence Leming* and *William Doe*, their executors, administrators, and assigns by these presents in manner following, that is to say, that he the said *David Doe*, his heirs, executors, or administrators shall and will from and after the solemnization of the said intended marriage, pay or cause to be paid the yearly sum of six hundred pounds of lawful money of *Great Britain*, clear of all deductions whatsoever, to the said *John Doe*, and his assigns, quarterly, during the term of his life, on the 8th day of *July*, the 8th day of *October*, the 8th day of *January*, and the 8th day of *April*, in every year by even and equal portions; the first quarterly payment thereof to begin and to be made on such of the said several days of payment as shall happen next after the solemnization of the said intended marriage, but subject to the proviso, and agreement hereinafter contained of and concerning the same. *And for the considerations aforesaid*, and in further pursuance of the said hereinbefore mentioned agreement in this behalf, he the said *David Doe* for himself, his heirs, executors, and administrators, doth further covenant, pro-

to pay an annuity to his son quarterly,

he likewise covenants to place 3000 l. part of the 4400 l. in the funds,

In the names of trustees

and with the the remaining 1400 l. to purchase a majority in the army for his son,

but if the son should die before the purchase could be made the 1400 l. to be paid to the lady's father,

mise and agree, to and with the said *Laurence Leming* and *William Doe*, and each and every of them, and the executors, administrators, and assigns of them, and each and every of them, by these presents, that he the said *David Doe*, his heirs, executors, or administrators, shall and will within the space of two years to be computed from the day of the date of these presents, invest the sum of three thousand pounds of lawful money of *Great Britain*, part of the aforesaid sum of four thousand four hundred pounds; in the name or names of them the said *Laurence Leming*, and *William Doe*, or the survivor of them, or the executors, administrators, or assigns of such survivor, in the public stocks or funds, or in government securities, upon the trusts herein after mentioned concerning the same; and likewise that he the said *David Doe*, his heirs, executors, or administrators, shall and will lay out the said sum of one thousand four hundred pounds, residue of the said sum of four thousand four hundred pounds, in the purchase of a majority in the said first troop of horse guards, or some other commission or promotion in the army, for the said *John Doe*, as soon as an opportunity shall offer, and the same can be effected; *And that* if the said *John Doe* shall die before such majority or other commission shall be purchased for him as aforesaid, he the said *David Doe*, his heirs, executors, or administrators, shall and will pay the said sum of

to 1400*l.* pounds, to the said *Lawrence Liming*, his executors, or assigns; *And also*, that he the said *David Doe*, his heirs, executors, or administrators, shall and will within the space of six calendar months, to be computed from the day of the decease of either of them the said *David Doe* and *John Doe*, which ever of them shall first die, well and truly pay, or cause to be paid to the said *Laurence Leming* and *William Doe*, or the survivors of them, or the executors, administrators, or assigns of such survivor, the sum of two thousand pounds, of the proper money of him the said *David Doe*; *And it is hereby declared and agreed*, by and between the said parties to these presents, that they the said *Laurence Leming* and *William Doe*, and the survivors of them, and the executors, administrators, and assigns of such survivor, shall stand possessed of and interested in all stocks, funds, and securities, in or upon which the said sum of three thousand pounds shall be invested, and also of and in the said sum of two thousand pounds, so agreed to be paid by the said *David Doe* as aforesaid, and the interest, dividends, and annual produce thereof, and every part thereof respectively, upon the several trusts, and for the several intents and purposes herein after expressed and declared, of and concerning the same respectively, that is to say, as to two full third parts or shares of the said sum of three thousand pounds, part of the said stocks

funds,

5 U 4

he also covenants within a certain time to pay the trustees 2000 *l.*

The declaration of the trusts as to the 3000*l.* and 2000*l.*

as to two thirds of the 3000*l.*

to permit the husband to receive the dividends during life,

at his decease, the wife, if she survives, and after the death of the survivor to assign the stock amongst the children of the marriage equally.

funds, and securities, so to be laid or invested; *Upon trust* that they the said *Laurence Leming* and *William Doe*, and the survivor of them, and the executors, administrators, and assigns of such survivor, do and shall from time to time pay to, or authorize and empower the said *John Doe*, and his assigns, to receive and take the interest, dividends, and annual produce thereof, for and during the term of his life, to and for his and their own use and benefit, *and from and immediately after* the decease of him the said *John Doe*, in case the said *Cordelia Crow* shall survive him, then upon trust, from time to time, to pay to, or to authorize and empower the said *Cordelia Crow*, and her assigns, to receive and take the said interest, dividends, and annual produce, for and during the term of her life, to and for her and their own use and benefit, *and from and after the decease of the survivor* of them the said *John Doe*, and *Cordelia Crow*, then *upon trust*, that they the said *Laurence Leming* and *William Doe*, and the survivor of them, and the executors, administrators, and assigns of such survivor, do and shall transfer, assign, and make over the said two third parts of the said sum of three thousand pounds, part of such stocks, funds, and securities as aforesaid, to and between or among all and every the child and children of the body of the said *John Doe*, on the body of the said *Cordelia Crow*, to be begotten, equally

equally to be divided between or among them, if more than one, share and share alike; and if but one, then to such only child, the share or shares, or portion or portions of such of the said children as shall be a son or sons, to be transferred and made over to him or them respectively, at his or their age or respective ages of twenty-one years; and the share or shares, portion or portions of such of the said children, as shall be a daughter or daughters, to be transferred and made over to her or them respectively, at her or their age or respective ages of twenty one years, or on the day or days of her or their marriage or respective marriages, which shall first happen after the decease of the survivor of them the said *John Doe* and *Cordelia Crow*, and in case any such child or children, being a son or sons, shall attain his or their age or respective ages of twenty-one years, or being a daughter or daughters shall attain her or their said age or respective ages of twenty-one years or shall marry during the lives of the said *John Doe* and *Cordelia Crow*, or the life of the survivor of them, then all and every the right and rights of such son or sons so attaining the age of twenty-one years, and of such daughter or daughters so attaining the age of twenty-one years, or marrying as aforesaid, in and to the said respective portions, shall from time to time be considered as a vested interest, or vested interests, in him, her, or them respectively, and shall be transmissible to his, her, or
 2 their

Proviso in re-
spect to
survivorship.

their respective executors or administrators, yet so nevertheless, as that the transfer thereof shall be postponed until after the decease of the survivor of them the said *John Doe* and *Cordelia Crow*: *Provided always*, that if any such child or children being a son or sons shall die before he or they shall attain his or their age or respective ages of twenty-one years, or being a daughter or daughters shall depart this life, before she or they shall attain her or their age or respective ages of twenty-one years, or shall marry, then all and every the portion and portions of him, her, or them so dying, shall from time to time go and accrue, to the survivors and survivor, and others or other of them, if more than one, share and share alike, and the same shall be transferrable, at such respective ages, days, or times, and shall go in the same manner, to such surviving and other child and children then in being, as is hereinbefore provided and declared, touching his, her, or their original portion or portions, and in case of the death of any other or others of the said children, before he, she, or they shall have attained such age or respective ages, or before such time or times as aforesaid; then all and every such accruing or surviving portion and portions then untransferred, of such child or children respectively shall from time to time, again be subject and liable to such further right, chance, contingency, or condition of accruer or survivorship, to the survivors and survivor, and others

others and other of the said children as herein before is mentioned touching his her or their original portion or portions; *And upon this further trust*, that in case there shall not be any child of the body of the said *John Doe* on the body of the said *Cordelia Crow* begotten, or there being one or more such child or children, if all of them shall die before any of them, being a son or sons, shall attain his or their age or respective ages of twenty-one years, or before any of them, being a daughter or daughters, shall attain her or their said age or respective ages of twenty-one years, or shall marry, then that they the said *Laurence Leming* and *William Doe*, and the survivor of them, and the executors, administrators, and assigns of such survivor, do and shall, after the decease of either of them the said *John Doe* and *Cordelia Crow*; which ever of them shall first die, and in default or failure of such issue as aforesaid, transfer, assign, and make over the said two third parts of such stock, funds, and securities, as aforesaid, to the survivor of them the said *John Doe* and *Cordelia Crow*, and to his or her assigns absolutely for his, her, and their own use and benefit; *And as to the remaining third part of the said stocks*, funds, or securities in or upon which the said sum of three thousand pounds shall be invested as aforesaid, upon trust, that they the said *Laurence Leming* and *William Doe*, and the survivor of them, and the

In case there shall be no children of the marriage, the trustees to assign the stock to the husband and wife;

and as to the remaining third part of the 3000l. the trustees to permit the husband and wife to receive the interest thereof till the wife's

daughter, by a
former husband,
shall be of age
or die under
age,

the executors, administrators, and assigns of such survivor do and shall, from time to time, pay to, or authorize and empower the said *John Doe* and his assigns to receive and take the interest, dividends, and annual produce thereof, until *Cordelia Crow*, the infant daughter of the said *Cordelia Crow*, party hereto, by her late husband, shall attain the age of twenty-one years, or shall die under that age, which shall first happen, in case he the said *John Doe* shall so long live, and if the said *John Doe* shall so long live, and if the said *John Doe* shall die during the life of the said *Cordelia Crow* the infant, and before she shall attain her age of twenty-one years, then upon trust, from time to time, to pay to, or authorize and empower the said *Cordelia Crow*, party hereto, and her assigns, to receive and take the said interest, dividends, and annual produce, until the said *Cordelia Crow*, the infant, shall attain her said age of twenty-one years, or shall die under that age, which shall first happen, in case the said *Cordelia Crow*, party hereto, shall so long live; *And if the said Cordelia Crow*, the infant, shall live to attain the age of twenty-one years, then upon trust, that they the said *Laurence Leeming* and *William Doe*, or the survivor of them, or the executors, administrators, or assigns of such survivor do and shall transfer, assign, and make over the said third part of the said sum of three thousand pounds, part of such stocks, funds,

and if the
daughter shall
attain the age
of 21 years,
then the third
part of 3000 l.
to be assigned
to her;

funds, and securities as aforesaid, unto the said *Cordelia Crow*, the infant, so attaining the age of twenty one years, or to her assigns absolutely for her and their own use benefit, and disposal; *But in case* the said *Cordelia Crow*, the infant, shall die before she shall attain the age of twenty-one years, then upon trust that they the said *Laurence Leming* and *William Doe*, and the survivor of them, and the executors, administrators, and assigns of such survivor, do and shall from time to time pay to or authorise and empower the said *John Doe*, and his assigns, to receive and take the interest, dividends, and annual produce of the said third part of such stocks, funds, and securities as aforesaid, for and during the term of his life, to and for his and their own use and benefit, and from and after his decease upon trust, from time to time, to pay to or authorise and empower the said *Cordelia Crow*, party hereto, and her assigns, to receive and take the said interest, dividends, and annual produce, for and during the term of her life, to and for her and their own use and benefit, and from *and after the decease of the survivor* of them, the said *John Doe* and *Cordelia Crow*, party hereto, then that they the said *Laurence Leming* and *William Doe*, and the survivor of them, and the executors, administrators, and assigns of such survivor, do and shall transfer, assign, and make over the said third part of such stocks, funds, and securities,

but in case she dies under age,

the husband to receive the interest for life, and after his death the wife, in case she survives;

and after the death of the survivor of husband and wife, to assign the stock amongst the children of the marriage equally,

Original Precedents

rities, as aforesaid, to and between or among all and every the child and children of the body of the said *John Doe* on the body of the said *Cordelia Crow*, party hereto, to be begotten, in such shares, proportions, and manner, and to vest and be transferrable at such age or respective ages, days or times, and with such benefit of accruer and survivorship, to the survivors and survivor, and others and other of the said children as hereinbefore is mentioned touching their respective shares and interests of and in the aforesaid two third parts of the said stocks, funds, and securities; and in case there shall not be any child of the body of the said *John Doe* on the body of the said *Cordelia Crow*, party hereto, begotten, or there being one or more such child or children, if all of them shall die before any of them, being a son or sons, shall attain his or their age or respective ages of twenty-one years, or before any of them, being a daughter or daughters, shall attain her or their said age or respective ages of twenty-one years, or shall marry, then upon trust, that they the said *Laurence Leming* and *William Doe*, or the survivor of them, and the executors, administrators, and assigns of such survivor, do and shall, after the decease of the said *Cordelia Crow*, the infant, and of either of them the said *John Doe* and *Cordelia Crow*, party hereto, which ever of them shall first die, and in default or failure of such issue as aforesaid, transfer, assign, and
make

make over the said third part of the said sum of three thousand pounds, part of such stocks, funds, and securities, as aforesaid, unto the survivor of them the said *John Doe* and *Cordelia Crow*, party hereto, and to his or her assigns absolutely, for his, her, and their own use and benefit; *Provided always*, that it shall and may be lawful to and for the said *Laurence Leming* and *William Doe*, and the survivor of them, and the executors, administrators, and assigns of such survivor, and they and he are, and is hereby authorised and required, from time to time, and at all times after the decease of the survivor of them the said *John Doe* and *Cordelia Crow*, parties hereto, and during the minority of any child or children who shall be intitled to a portion or portions under or by virtue of these presents to pay and apply the interest, dividends, and annual produce of the portion or portions of such child or children respectively, for or towards his, her, or their respective maintenance and education, *and for the considerations aforesaid*, and in further pursuance of the beforementioned agreement in this behalf, the said *David Doe* for himself, his heirs, executors, and administrators doth further covenant, promise, and agree, to and with the said *Laurence Leming* and *William Doe* their executors, administrators, and assigns, by these presents, that in case the said intended marriage shall take effect, he the said *David Doe*,
his

The dividends to be applied towards the maintenance of the children during their minority.

The husband's father covenants to pay to the trustees, to be placed upon government securities, 2000 l. within six months after his or his son's death.

his heirs, executors, or administrators, shall and will within the space of six calendar months, next after the decease of either him the said *David Doe*, or the said *John Doe*, which ever of them shall first die, well and truly pay or cause to be paid unto the said *Laurence Leming* and *William Doe*, or the survivor of them, or the executors, administrators, or assigns of such survivor the sum of two thousand pounds of lawful money of *Great Britain*, to be invested in the publick stocks or funds, or in government securities; *And it is hereby likewise declared*, and agreed upon, by and between the said parties to these presents, that the said *Laurence Leming* and *William Doe*, and the survivor of them, and the executors, administrators, and assigns of such survivor shall stand possessed of, and interested in the said sum of two thousand pounds, and all stocks, funds, and securities in or upon which the same shall be laid out or invested, and the interest, dividends, and annual produce thereof, upon the same trusts, and for the same intents and purposes as herein are before expressed and declared, of and concerning the said two third parts of the said stocks, funds, and securities, in or upon which the said herein before mentioned sum of three thousand pounds, shall be so laid out or invested as aforesaid, and the interest, dividends, and annual produce thereof, or such of them as shall be then

The trustees to stand possessed thereof, upon the same trusts as are declared concerning the two 3d parts of the 3000 l.

then existing undetermined, or capable of taking effect; *Provided always*, and it is hereby declared and agreed upon, by and between the said parties to these presents, that in case the said two several sums of three thousand pounds, and two thousands pounds, herein before by these presents agreed to be respectively invested and paid by the said *David Doe*, as aforesaid, or either of them, or any part thereof respectively, shall at any time or times during the life of the said *John Doe*, be advanced or paid by the said *David Doe*, his executors or administrators, for the purposes aforesaid, and the said *John Doe* shall be in the actual receipt and enjoyment of the interest, dividends, or annual produce thereof, then and in that case, such interest, dividends, or annual produce, shall be accepted and taken by him the said *John Doe*, as far as the same will extend, in part satisfaction of the said annuity or yearly sum of six hundred pounds, hereby agreed to be paid or secured by the said *David Doe*, to the said *John Doe*, for his life as aforesaid; *Provided also* that in case the said *John Doe* shall, at any time hereafter, sell or dispose of the commission he now holds, in the first troop of horse guards, or shall sell or dispose of any new commission or promotion, to be purchased for him in the army, as aforesaid, then and as soon as such sale shall be made, it shall and may be lawful to and for the said *David Doe*, his executors or administrators, to deduct and retain as much as the clear

In case the father pays the 3000 l. and 2000 l. during the son's life, the same to go in part satisfaction of the annuity.

In case the son shall sell his commission in the army, the father may deduct the pay out of the annuity which he is to secure.

The son in case
he sells the new
commission, is
to repay to the
trustees the
1400 l.

yearly pay of such present or new commission or promotion, after all stoppages, would amount to, out of the said yearly sum of six hundred pounds, so agreed to be paid to the said *John Doe*, by the said *David Doe*, as aforesaid; *But it is nevertheless agreed*, and the true intent and meaning of the parties to these presents, are, and the said *John Doe* doth for himself, his heirs, executors, and administrators, covenant, promise, and agree, to and with the said *Laurence Leming* and *William Doe*, and each and every of them, and the executors, administrators, and assigns of them, and each and every of them, that he the said *John Doe*, his heirs, executors, and administrators shall and will, in case he the said *John Doe* shall sell or dispose of such new commission or promotion in the army, so to be purchased as aforesaid, pay or cause to be paid to the said *Laurence Leming*, and *William Doe* and the survivor of them, and the executors, administrators, and assigns of such survivor, the sum of one thousand four hundred pounds, being part of the portion of the said *Cordelia Crow*; *And it is hereby declared and agreed*, by and between the said parties to these presents, that they the said *Laurence Leming* and *William Doe*, and the survivor of them, and the executors, administrators, and assigns of such survivor, shall stand possessed of and interested in all stocks, upon which the said sum of one thousand four hundred pounds shall be invested, and so agreed to be paid by the said

which they are
to stand possess-
ed of upon the
same trusts as
aforesaid.

John

John Doe as aforesaid, and the interest, dividends and annual produce thereof, and every part thereof, upon the same trusts, and to and for the several uses, intents, and purposes as are herein before expressed and declared of and concerning the said sum of two thousand pounds, part of the said sum of three thousand pounds advanced by the said *Laurence Leming*, as aforesaid, any thing herein before contained to the contrary notwithstanding; *Provided also and it is hereby likewise declared* and agreed, that it shall and may be lawful to and for the said *Laurence Leming* and *William Doe*, and the survivor of them, and the executors, administrators and assigns of such survivor, and they and he are and is hereby authorised and required, at any time or times after the solemnization of the said intended marriage, with the consent and approbation of the said *John Doe*, and *Codelia Crow* party hereto, or the survivor of them, testified in writing for that purpose, if they or either of them shall be then living, and after the decease of the survivor of them, then of the proper authority of the said trustees or trustee for the time being, to sell, transfer, and dispose of any such stocks, funds, or securities, as aforesaid, and to lay out the money arising thereby, in or upon new or other stocks, funds, or securities of the like nature, when and as often as occasion shall require, all which new or other stocks, funds, and securities, and the

5 X 2

interest,

Power to change
the securities.

Mode of changing trustees,
&c.

interest, dividends, and annual produce thereof, shall go and remain upon the same trusts, and for the same intents and purposes, as the stocks, funds, and securities which shall have been so sold, transferred, or disposed of, and the interest, dividends, and annual produce thereof, or such of them as shall be then existing or capable of taking effect; *Provided always, and it is hereby likewise declared* and agreed by and between the said parties to these presents, that if the said *Laurence Leming* and *William Doe*, or either of them, or any succeeding or other trustee or trustees, to be nominated in the stead or place of them or either of them, shall during the continuance of any of the aforesaid trusts, happen to die, or desire to be discharged from, or neglect or refuse to act in the execution of the aforesaid trusts, or any of them, then and so often it shall and may be lawful to and for the remaining, or other or others of the said trustees, or the executors or administrators of the survivor of them, by any deed or deeds, writing or writings, under their or his hands and seals, or hand and seal, attested by two or more credible witnesses, from time to time, and as often as by the death, resignation, or refusal to act, of the said trustees, or any of them, it shall become necessary or requisite, with the consent and approbation of the said *John Doe*, and *Cordelia Crow*, party hereto, or the survivor of them, during the lives and life of them and the survivor of them,

testified

testified by some writing signed by them, or the survivor of them, with their, his, or her own hands or hand, and after the decease of the survivor of them, to and for the remaining or other trustee or trustees, or the executors or administrators of the survivor of them, of their, or his own authority, as the case shall happen, to nominate and appoint any other person or persons to be a trustee or trustees, in the stead or place of the trustee or trustees so dying, desiring to be discharged, or neglecting, or refusing to act; and when either of the present trustees, or any future trustee or trustees shall desire to be discharged, from the said trusts, it shall and may be lawful to and for him and them, to resign, release, relinquish, and give up his and their trust, right, title, and interest, in and to all such trust monies, stocks, funds, and securities as aforesaid, to the remaining or other trustee or trustees, and every new trustee to become interested in the same, together with the former trustee or trustees, other than such as shall have desired to be discharged from the said trusts, and who shall have relinquished, released, or assigned his and their trusts and interest as aforesaid, shall in like manner have full power and authority, as often as it shall become necessary or requisite, with such consent, and testified as aforesaid, of the said *John Doe* and *Cordelia Crow*, or either of them, who shall be then living, or else of the proper au-

New trustees to
have like pow-
ers.

Clause of in-
demnity to
trustees.

thority of the said trustees or trustee for the time being, as the case shall happen, to nominate and appoint any other person or persons to succeed in the said trusts, and to stand and be a trustee or trustees, for the purposes aforesaid, in the stead or place of any former trustee or trustees so dying, desiring to be discharged, or neglecting or refusing to act in the said trusts; *And it is hereby declared and agreed* that from and after every such nomination and appointment as aforesaid, all such acts, deeds, matters, and things, shall be done, executed, and performed, as shall be requisite or necessary, for vesting all such trust monies, stocks, funds, and securities as aforesaid, as well in the remaining trustee or trustees, upon the same trusts, and for the same intents and purposes as are herein before expressed and declared, of and concerning the same, or such of them as shall be then existing, undetermined or capable of taking effect, or of being performed, or as near thereto as may be; *Provided also and it is hereby likewise declared and agreed* by and between the said parties to these presents, that the said *Laurence Leming* and *William Doe*, and such new trustee or trustees as aforesaid, and each and every of them, and the several executors, administrators, and assigns of them, and each and every of them shall be charged and chargeable, only for such monies as they shall respectively actually receive, by virtue of the
afore-

aforesaid trusts, and that any one or more of them shall not be answerable or accountable for the other or others of them, or for the acts, receipts, neglects, or defaults of the other or others of them, but each and every of them for his and their own acts, receipts, neglects or defaults only, and that they the said trustees, or any of them, shall not be answerable or accountable for any bank, banker, goldsmith, broker, or other person with whom, or in whose hands any part of the said trust monies shall or may be deposited or lodged for safe custody or otherwise, in the execution of any of the aforesaid trusts, neither shall they the said trustees, or any of them, be answerable or accountable for the insufficiency or deficiency of any security or securities, stocks or funds in or upon which the said trust monies, or any part thereof, shall or may be placed out, or invested, nor for any other misfortune, loss, or damage which may happen in the execution of any of the aforesaid trusts, or in relation thereto, unless the same shall happen by, or thro' their own wilful defaults respectively; *And also* that they the said trustees, and each and every of them, and the several executors, administrators, and assigns of them and each and every of them, shall and may with and out of such monies as shall come to their respective hands, by virtue of the aforesaid trusts, deduct, and retain to, and reimburse himself and themselves respectively, and also

They may reimburse themselves.

The intended
husband co-
venants to make
further assur-
ances.

pay and allow to his and their co-trustee or co-trustees, all costs, charges, damages, and expences which they or any of them shall or may suffer, sustain, expend, disburse, be at, or be put unto, in the execution of any of the aforesaid trusts, or in relation thereto; AND the said *John Doe*, for himself, his heirs, executors, and administrators, doth covenant, promise, and agree to and with the said *Laurence Leming* and *William Doe*, their executors, administrators, and assigns, by these presents, that he the said *John Doe*, and all and every person and persons lawfully claiming or to claim, by, from, or under him, shall and will from time to time, and at all times after the solemnization of the said intended marriage, upon every reasonable request to be made for that purpose, but at the proper costs and charges in the law, of him the said *John Doe*, his heirs, executors, or administrators, make, do, and execute, or cause, or procure to be made, done, and executed, all and every such further and other lawful and reasonable act and acts, deed and deeds, thing and things, devices, assignments, and assurances in the law whatsoever, for the better confirming and corroborating these presents, and every clause, matter, and thing herein contained, and also for the further and better enabling the said *Laurence Leming* and *William Doe*, and such new trustee or trustees as aforesaid, to execute

cute and perform the several trusts hereby in them reposed according to the true intent and meaning of these presents, as by the said *Laurence Leming* and *William Doe*, or either of them, or the executors, administrators, or assigns of them or either of them, or their or either of their, or any of their counsel learned in the law, shall be reasonably devised or advised, and required. IN WITNESS, &c.

I have perused and do approve of this draught.

M — B — .

A Settlement before Marriage of Freehold and Copyhold Estates, Bank Annuities and South-sea Annuities, the Property of the Wife.

No. VIII.

THIS INDENTURE tripartite, made the 21st day of February, in the twenty-fourth year of the reign, &c. between *William Jones* of *Pall Mall*, in the parish of *St. James*, within the liberty of *Westminster*, in the county of *Middlesex*, esq; eldest son of *Sir William Jones* of — in the county of — baronet, by dame *Elizabeth Cole* his late wife, deceased, of the first part; *Mary Back* of *Welbeck-street*, in the parish of *St. Mary-le-bonne* in the said county of *Middlesex*, spinster, of the second part; and the Reverend *John Back* of — *Hall* in the county of *Suffolk*, clerk, and *William Ham* of — in the said county of *Middlesex*, esq; of the third part. Whereas a marriage

The parties.

The intended marriage recited,

and that the
woman is seised
and possessed,
&c.

and that it was
agreed upon the
treaty for mar-
riage that she
should convey
surrender and
assign, &c. to
trustees.

riage is agreed upon, and intended to be shortly had and solemnized by and between the said *William Jones* and *Mary Back*. And whereas the said *Mary Back* is seised and possessed of, and intitled to freehold, and copyhold messuages, lands, tenements, and hereditaments hereinafter by these presents respectively granted and released, and agreed to be surrendered, with the appurtenances thereto respectively belonging, and she is also intitled to the capital sums of eighteen thousand pounds three *per cent.* consolidated bank annuities, and five thousand five hundred pounds old *South-sea* annuities, and to certain jewels, diamonds, watches, rings, and other ornaments of her person, and plate, and upon the treaty for the said intended marriage, it was agreed by and between the said *William Jones* and *Mary Back*, that the said freehold, and copyhold premisses, and also the said capital sums of eighteen thousand pounds three *per cent.* consolidated bank annuities, and five thousand five hundred pounds old *South-sea* annuities should be respectively conveyed, surrendered, transferred, settled, and assured, to the uses, upon the trusts, for the intents and purposes, and under and subject to the powers, provisoes, declarations, and agreements hereinafter limited, expressed, declared, and contained, of and concerning the same respectively, and the said *William Jones* did also agree, that the said jewels, diamonds, and plate, should and might

be possessed by the said *Mary Back* for her sole and separate use, and be disposed of by her in manner hereinafter expressed, and in pursuance, and part performance of the said agreement, the said capital sums of eighteen thousand pounds three *per cent.* consolidated bank annuities, and five thousand five hundred pounds old *South-sea* annuities have been transferred by the said *Mary Back*, with the consent and approbation of the said *William Jones*, which he doth hereby acknowledge, unto the said *John Back* and *William Ham* and the same several capital sums now stand in the names of the said *John Back* and *William Ham* in the respective transfer books kept at the bank, and *South-sea* house respectively. NOW THIS INDENTURE WITNESSETH that in consideration of the said intended marriage, and of the settlement made or intended to be made by the said Sir *William Jones* of his real estate, situate in that part of *Great Britain* called *Scotland* for the benefit of the said *William Jones* and *Mary Back* respectively, and the issue of the said intended marriage by two certain deeds of disposition or instruments in writing, bearing even date with these presents, and prepared in manner and according to the form made use of and observed in *Scotland*, and in pursuance and further performance of the aforesaid agreement in this behalf, and in consideration of the sum of ten shillings of lawful money of *Great Britain* to the said *Mary Back* in hand paid by the said *John Back* and
William

The consideration.

The wife with
privity, grants
releases, &c.

Bargain and
sale for a year.

The parcels.

General words.

William Ham, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and for divers other good causes and valuable considerations the said *Mary Back* hereunto moving, she the said *Mary Back*, with the consent and approbation of the said *William Jones*, testified by his being a party to, and sealing and delivering these presents, hath granted, bargained, sold, aliened, released, and confirmed, and by these presents doth grant, bargain, sell, alien, release, and confirm, unto the said *John Back*, and *William Ham* in their actual possession, now being by virtue of a bargain and sale to them thereof made by the said *Mary Back* in consideration of five shillings, by indenture bearing date the day next before the day of the date of the said indenture of bargain and sale, and by force of the statute made for transferring uses into possession, and to their heirs; *All that* her the said *Mary Back's* freehold messuages, and tenements, farms, lands, hereditaments, and premisses, with their and every of their rights, members, and appurtenances, situate lying and being in the parish of ——— in the county of *Suffolk*, now in the tenure and occupation of *Andrew Mackero*, and also all and singular houses, out-houses, edifices, buildings, barns, stables, dove-cots, gardens, orchards, yards, backfides, lands, meadows, pastures, glebe lands, heaths, moors, marshes, wastes, waste grounds, folds, fold courses, and liberty of foldage, feedings, commons,

mons, common of pasture, furzes, trees, woods, underwoods, and the ground and soil thereof, mounds, fences, hedges, ditches, freeboards, tythes, oblations, obventions, ways, waters, watercourses, lights, easements, liberties, privileges, profits, commodities, emoluments, advantages, hereditaments, and appurtenances whatsoever, to the said messuages, farms, lands, tenements, hereditaments, and premisses hereby granted and released, or intended so to be, or any of them, or any part thereof belonging, or in anywise appertaining, or with them or any of them, held, used, occupied or enjoyed, or accepted, reputed, deemed, taken, or known as part or parcel of them or any of them, or appurtenant thereunto, and the reversion and reversions, remainder and remainders, yearly and other rents, issues, and profits of all and singular the said messuages, farms, lands, tenements, hereditaments, and premisses, hereby granted and released, or intended so to be, and all the estate, right, title, interest, inheritance, reversion, use, trust, property, claim, and demand whatsoever, both at law and in equity, and in possession, reversion, remainder, or expectancy, or otherwise howsoever, of her the said *Mary Back*, of, in, and to the same, and every part and parcel thereof. *To have and to hold* the said messuages, farms, lands, tenements, and hereditaments, and all and singular other the premisses hereby granted, and released,

Habendum.

After marriage
to the use of
the husband for
life, sans waste.

Remainder to
the wife for
life, sans waste.

ed, or intended so to be, with their and every of their appurtenances, unto the said *John Back* and *William Ham*, their heirs and assigns, *To the uses*, for the intents and purposes, and under and subject to the several powers, provisoes, limitations, declarations, and agreements hereinafter limited, expressed, declared, and contained, of and concerning the same, that is to say, *To the use* of the said *Mary Back*, and her heirs until the said intended marriage shall be had, and from and immediately after the solemnization thereof, *To the use* of the said *William Jones* and his assigns, for and during the term of his natural life, without impeachment of or for any manner of waste, and with full power to commit waste, and also with such power of leasing as hereinafter is contained, *and from* and immediately after *the decease of the said William Jones*, to the said *Mary Back*, if she shall survive him, and her assigns for and during the term of her natural life, without impeachment of or for any manner of waste, and with full power to commit waste, and also with such power of leasing as is hereinafter contained, and from and immediately after the determination of the said several estates so limited, in use to the said *John Back* and *William Ham* respectively, for their respective lives, as aforesaid, or either of them, by forfeiture or otherwise, in the life-time of them the said *William Jones* and *Mary Back* or either of them,

To

To the use of the said *John Back* and *William Ham*, and their heirs during the lives of the said *William Jones* and *Mary Back*, and the life of the survivor of them, *In trust* to support and preserve the contingent uses and estates herein after limited from being defeated or destroyed, and for that purpose, to make entries, and bring actions as occasion shall require. *But nevertheless* to permit and suffer the said *William Jones*, and his assigns, during his life, and after his decease, the said *Mary Back* (if she shall survive him) and her assigns during her life, from time to time to receive and take the rents, issues, and profits of the said premisses, to and for his, her, and their own use and benefit respectively, and from and immediately after the decease of the survivor of them the said *William Jones* and *Mary Back*, To the use of the first son of the body of the said *Mary Back* by the said *William Jones* to be begotten, and of the heirs male of the body of such first son lawfully issuing, and for default of such issue, to the use of the second, third, fourth, fifth, and all and every other the son and sons of the body of the said *Mary Back* by the said *William Jones* to be begotten, severally, successively, and in remainder one after another, as they and every of them shall be in priority of birth, and of the several and respective heirs male of the body and bodies of all and every such son and sons lawfully issuing, the elder

Remainder to trustees to preserve contingent remainders,

Remainder to the first and other sons of the marriage successively in tail male,

remainder to
the daughters as
tenants in com-
mon in tail,

with cross re-
mainders over;

or if but one,
then to her in
tail;

elder of such sons, and the heirs male of his body issuing being always preferred, and to take before the younger of the same sons, and the heirs male of his and their body and bodies issuing, *And, for default of such issue*, to the use of all and every the daughter and daughters of the body of the said *Mary Back* by the said *William Jones* to be begotten, equally to be divided between or among them, (if more than one), share and share alike, and they to take severally, as tenants in common, and to the use of the several heirs of their respective bodies lawfully issuing; and in case there shall be a failure of issue of the body or bodies of any such daughter or daughters, then as to the part or share, or parts or shares of her or them whose issue shall so fail, to the use of the remaining or other or others of the said daughters, equally to be divided between or among them, and they to take also as tenants in common, and to the use of the said heirs of their said respective bodies lawfully issuing; and in case there shall be a failure of issue of the bodies of all such daughters but one, or if there shall be but one such daughter, then to the use of such only remaining or only daughter, and the heirs of her body lawfully issuing, and, for default of such issue, to the use of such person or persons, for such estate and estates, upon such trusts, and for such intents and purposes, and subject unto, and charged

charged and chargeable with such annuities, yearly rent charges, and sums in gross, and under and subject to such powers, provisos, conditions, and limitations, and with such remainders over, as the said *Mary Back*, by her last will and testament in writing, or any writing purporting to be, or being in the nature of her will, to be signed and published by her, in the presence of, and attested by three or more credible witnesses, shall, notwithstanding her being under coverture, and as if she were sole and unmarried, limit, direct, or appoint; and in default of such limitation, direction, or appointment, and in the mean time, and until such limitation, direction, or appointment shall be made, and also subject to any such limitation, direction, or appointment, where the same shall happen not to be a compleat and intire appointment of the whole estate and interest of and in the premises, then to the use of the survivor of them the said *William Jones* and *Mary Back*, and the heirs and assigns of such survivor for ever; *Provided always*, and it is hereby declared and agreed upon, by and between the said parties to these presents, that it shall and may be lawful to and for the said *William Jones*, from time to time, and at all times during his life, and after his decease, to and for the said *Mary Back*, from time to time, and at all times during her life, and from and after the decease of the survivor of them the said *William Jones* and *Mary Back*,

remainder, &c.
to such person as
the wife shall
appoint.

In default of
appointment,
&c.

to the survivor
of husband and
wife in fee.

Proviso giving
power to the
husband and
wife and trust-
tees respec-
tively,

to grant leases

with restriction
as to the term
in possession,

at the best rent,

without fine,

with clause of
re-entry for
non-payment.

then to and for the said *John Back* and *William Ham*, and the survivor of them, and his heirs, from time to time, and at all times, during the minority of any child or children, who, by virtue of any of the limitations aforesaid, shall be entitled to an estate of freehold and inheritance of and in the said premisses hereby granted and released, or any part thereof, by indenture or indentures, to be sealed and delivered by him, her, or them respectively, in the presence of, and attested by two or more credible witnesses, to make any demise or lease, demises or leases of all or any part or parts of the said messuages, lands, tenements, hereditaments, and premisses hereby granted and released, or intended so to be, with the appurtenances thereto belonging, to any person or persons, for any term or number of years, not exceeding twenty one years, to take effect in possession and not in reversion, or by way of future interest, so as there be reserved on every such demise or lease the best and most improved yearly rent or rents, to be incident to the immediate reversion of the said premisses so to be demised that can be reasonably had or got for the same, without taking any fine, premium, or foregift, or any thing in the nature of a fine, premium, or foregift, for the making thereof, and so as there be contained in every such demise or lease a condition of re-entry on non-payment of the rent or rents thereby to be respectively reserved, and so as the lessee or lessees

lessees to whom such lease or leases shall be respectively made, do execute a counterpart or counterparts thereof respectively, and do thereby covenant for the due payment of the rent or rents thereby to be respectively reserved, and be not by any clause or words therein to be contained, made punishable for waste, or exempted from punishment for committing waste. *Provided likewise, and it is hereby also declared* and agreed by and between the said parties to these presents, that it shall and may be lawful to and for the said *John Back* and *William Ham*, and the survivor of them, and the heirs and assigns of such survivor, at any time or times after the solemnization of the said intended marriage, and they and he are and is hereby authorised and required (notwithstanding any of the uses, estates, or limitations herein-before limited, declared, and contained) at the request and by the direction of the said *William Jones* and *Mary Back*, or the survivor of them, testified by some deed or writing under the hands and seals, or hand and seal of them or the survivor of them, and to be attested by two or more credible witnesses, to make sale and dispose of all or any part or parts of the said messuages, lands, tenements, hereditaments, and premises hereinbefore by these presents granted and released, with the appurtenances thereto belonging, to any person or persons, and his, her, and their heirs and

Lessees to execute counterparts,

and are not to be made punishable of waste.

Power of revocation.

assigns, for such price or prices in money as to them the said *John Back* and *William Ham*, or the survivor of them, or the heirs or assigns of such survivor shall seem reasonable. And for the end or purpose of making any such sale or disposition, it shall and may be lawful to and for the said *John Back* and *William Ham*, and the survivor of them, and the heirs and assigns of such survivor, by any deed or deeds, writing or writings, to be by them the said *John Back* and *William Ham*, or the survivor of them, or the heirs or assigns of such survivor, signed, sealed, and delivered in the presence of, and attested by two or more credible witnesses, with the consent and approbation of the said *William Jones* and *Mary Back*, or the survivor of them, testified as aforesaid, to revoke, annul, determine, and make void all and every of the uses, estates, limitations, provisoes, and agreements herein before limited, declared, and contained of and concerning the said several premisses hereby granted and released as aforesaid, or such of them as shall be so sold or disposed of, and by the same or any other deed or deeds, writing or writings, to be so sealed, delivered, and attested, and with such consent and approbation, and testified as aforesaid, to limit and appoint the said premisses, or any of them, whereof the uses shall be so revoked, unto such purchaser or purchasers as aforesaid, and to his, her, or their heirs and assigns respectively,

spectively, or otherwise to limit, declare, and appoint such new or other use or uses, trust or trusts, estate or estates, of or concerning the several premisses, as shall be requisite and necessary for the executing and effecting such sale or disposition, and upon payment of the money to arise by sale of the said several premisses, or any of them, or any part thereof respectively, it shall be lawful for the said *John Back* and *William Ham*, and the survivor of them, and the heirs and assigns of such survivor, to give and sign any receipt or receipts for the money to arise by such sale or sales, which receipt or receipts, shall be a good and sufficient discharge or discharges, to any purchaser or purchasers, and his or their respective heirs and assigns, for the purchase-money, for which the said premisses shall be sold, or for so much thereof as shall be therein expressed or acknowledged to be received, and such purchaser or purchasers, his, her, or their respective heirs or assigns, shall not afterwards be obliged to see to the application of such purchase-money, or be answerable or accountable for the loss, mis-application, or non-application thereof, or of any part thereof, and when any of the same premisses shall be so sold, and such receipt or receipts shall be given for the purchase-money as aforesaid, all and every of the said hereditaments so to be sold or disposed of, shall be and remain for ever thenceforth freed and absolutely discharged, of and from all and every of the uses, estates,

Purchasers not to be answerable for the application of purchase monies.

powers, provisoes, declarations, and agreements, in and by these presents, limited, expressed, declared, and contained, of and concerning the same respectively, and then and from thenceforth, these presents, and the grant and release heretofore contained, and hereby made as aforesaid, shall be and enure, as to so much of the said premisses as shall be so respectively sold, disposed of, or conveyed to the only use and behoof of such purchaser or purchasers, or such other person or persons to whom the same shall be so respectively sold, disposed of, or conveyed, and of his, her, and their heirs respectively for ever, subject only to such leases as shall have been made pursuant to the powers heretofore, for that purpose contained; *Provided nevertheless, and it is hereby also declared* and agreed, by and between the said parties to these presents, that when all or any part or parts of the said hereditaments and premisses shall be sold, in pursuance of these presents, all and every sum and sums of money which shall arise by such sale or sales, shall with all convenient speed, be laid out and disposed of by them the said *John Back* and *William Ham*, or the survivor of them, or the heirs, executors, administrators, or assigns of such survivor, with such consent and approbation, and testified as aforesaid, if the said parties, whose consent is hereby required, shall be then living, or else, of the proper authority of the said trustees or trustee for the time being, as the case shall happen,

The purchase monies to be laid out in other estates, to like use,

and be invested in the purchase of other messuages, lands, or hereditaments in fee simple, in possession, or copyhold lands of inheritance, to be situate somewhere in that part of *Great Britain* called *England*, of a clear and indefeazable estate of inheritance, which said hereditaments so to be purchased, shall be conveyed, settled, and assured, to such and the same uses, for such and the same intents and purposes, and under and subject to such and the same powers, provisoes and agreements, as are in and by these presents limited, expressed, declared, and contained, of and concerning the said premisses hereby made saleable as aforesaid, or as near thereto, as the death of parties and other contingencies will then admit of;

And it is hereby also declared and agreed, that in the mean time, and until the money to arise by such sale or sales, shall be invested in a purchase or purchases as aforesaid, it shall and may be lawful to and for the said *John Back* and *William Ham*, and the survivor of them, and the heirs, executors, administrators, and assigns, of such survivor, with the consent and approbation of the said *William Jones* and *Mary Back*, or the survivor of them, if they or either of them shall be then living, or else, of the proper authority of the said trustees or trustee for the time being, to place out such sum or sums of money at interest, either in the publick stocks or funds, or in government, or upon real securities, to be from time to time, in like man-

till such purchase made, the monies to be placed in the funds;

for the considerations afore-
said the wife
with privy,
&c. covenants
to surrender to
trustees,

a copyhold
estate,

ner altered, varied, sold, transferred, and disposed of, when and as often as occasion shall require, and all the interest, dividends, and annual produce of all such stocks, funds, and securities as aforesaid, shall from time to time go and be paid to such person and persons, and be applied for such intents and purposes, as the rents and profits of the said hereditaments, to be purchased therewith, would go or be payable, or applicable unto, in case such purchase or purchases, and settlements, were then actually made; AND THIS INDENTURE FURTHER WITNESSETH, that for the consideration aforesaid, and in further pursuance and performance of the said hereinbefore mentioned agreement in this behalf, the said *Mary Back*, for herself, her heirs, executors, and administrators, with the consent and approbation of the said *William Jones*, (testified as aforesaid) doth hereby covenant, promise, and agree, to and with the said *John Back* and *William Ham*, their heirs and assigns, that she the said *Mary Back*, or her heirs, shall and will within the space of three calendar months next after the solemnization of the said intended marriage, well and effectually surrender, or cause to be surrendered, into the hands of the lord of the manor, of *F—*, in the said county of *Suffolk*, according to the custom of the said manor all those the said *Mary Back's* copyhold messuages, or tenements, lands, and premisses, situate, lying,

lying, and being in the said parish of F—, in the said county of *Suffolk*, now in the tenure or occupation of *Andrew Mackero*, with the appurtenances thereto belonging, to the use of the said *John Back* and *William Ham*, their heirs and assigns, to be held of the lord of the said manor, according to the custom of the said manor, by the rents and services therefore due, and of right accustomed, but nevertheless upon such trusts, and for such intents and purposes, and to and for the like uses and estates as are hereinbefore expressed and declared, of and concerning the said freehold premisses hereby granted and released, or intended so to be, or such of them as shall be then existing, undetermined, or capable of taking effect, or as near thereto as may be, according to the nature and tenure of such estates, so to be surrendered; *And shall and will* cause and procure the said *John Back* and *William Ham*, or one of them, or the heirs of them, or one of them, to be admitted thereto accordingly; AND THIS INDENTURE LIKEWISE WITNESSETH, that for the considerations aforesaid, and in further pursuance of the said hereinbefore agreement in this behalf, it is hereby covenanted, concluded, declared, and agreed upon, by and between the said parties to these presents, that the said *John Back* and *William Ham*, and the survivor of them, and the executors, administrators, and assigns of such survivor, shall stand possessed of, and interested in

to be held of the lord, upon the same trusts, as expressed concerning the freehold.

A declaration of trust as to the annuities transferred,

in trust for the
wife till mar-
riage,

afterwards as to
the 18000 l.
3 per cent. con-
solidated bank
annuities to
permit the hus-
band to receive
the dividends
during life;

then the wife for
life.

in the said two several capital sums of eighteen thousand pounds, three *per cent.* consolidated bank annuities, and five thousand five hundred pounds *Old South-sea* annuities, and the interest, dividends, and annual produce thereof, and of every part thereof respectively, upon the trusts, and for the intents and purposes following (that is to say) *in trust* for the said *Mary Back*, her executors, and administrators, until the said intended marriage shall be had, and from and immediately after the solemnization thereof, then as to the said sum of eighteen thousand pounds, three *per cent.* consolidated bank annuities, *upon trust*, that they the said *John Back* and *William Ham* and the survivor of them, and the executors, administrators, and assigns of such survivor, do and shall, from time to time, pay to, or authorise and empower the said *William Jones* and his assigns, to receive and take the interest, dividends, and annual produce thereof, and of every part thereof, for and during the term of his life, to and for his and their own use and benefit, and from and after the decease of the said *William Jones*, in case the said *Mary Back* shall survive him, *then upon trust*, from time to time, to pay to, or authorise and empower the said *Mary Back*, and her assigns, to receive, and take the said interest, dividends, and annual produce, for and during the term of her life, to and for her and their own use and benefit: *And as to* the said sum of five

five thousand five hundred pounds *old South-sea* annuities, from and after the solemnization of the said marriage, upon trust, that they the said trustees, and the survivor of them, and the executors, administrators, and assigns of such survivor, do and shall from time to time, during the joint lives of the said *William Jones* and *Mary Back*, pay and apply the interest, dividends, and annual produce thereof, to such person or persons, and for such intents and purposes only as the said *Mary Back*, by any writing under her hand, shall notwithstanding her being under coverture, and as if she was sole and unmarried, direct and appoint, and for want of such direction or appointment into the proper hands of the said *Mary Back*, for her sole and separate use and benefit, exclusive of the said *William Jones*, who is not to intermeddle therewith, nor shall the same be subject or liable to his debts, controul, forfeiture, disposal, or engagements; and it is hereby declared and agreed, that the receipt and receipts of the said *Mary Back* alone, or of such person or persons as she shall from time to time direct or appoint to receive all or any part of the said last mentioned interest, dividends, and annual produce, shall from time to time, notwithstanding her coverture, and as if she was sole and unmarried, be a good and sufficient discharge and discharges to the said trustees or trustee for the time being, for so much money

as

And as to the 5500 l. *old South-sea* annuities to pay the dividends to the wife's appointee,

And in default of appointment to wife, notwithstanding coverture free from controul, &c.

The appointee's or wife's receipts to be a sufficient discharge.

After the de-
cease of hus-
band and wife
as to the 1800l.
3 per cent.
consolidated,
bank annuities
to transfer the
same to all the
children of the
marriage,

according to
the appoint-
ment of hus-
band and wife,
or the survivor.

as shall be therein expressed or acknowledged to be received; *And from and after the decease* of the survivor of them the said *William Jones* and *Mary Back*, then as to the said capital sum of eighteen thousand pounds three *per cent.* consolidated bank annuities, upon trust that they the said *John Back* and *William Ham*, their executors, administrators, and assigns, do and shall, transfer and make over the said eighteen thousand pounds bank annuities, to and between, or among all and every, or any child or children of the body of the said *Mary Back* by the said *William Jones* to be begotten, in such shares, proportions and manner, and to be transferred to them respectively, at such age or respective ages, days, or times, and subject to such conditions, restrictions, and limitations over, (such limitations over to be for the benefit of some, or one of such children) as the said *William Jones* and *Mary Back* at any time or times during their joint lives, by any deed or deeds, instrument or instruments in writing, with or without power of revocation, to be sealed and delivered by them both in the presence of, and attested by two or more credible witnesses, or as the survivor of them the said *William Jones* and *Mary Back*, by any such deed or deeds, instrument or instruments in writing as aforesaid, to be sealed and delivered by him or her, in the presence of, and attested by two or more credible witnesses,

witnesses, or by his or her last will and testament in writing, or any codicil or codicils to be signed and published by him or her in the presence of and attested by the like number of witnesses, shall direct or appoint; *and for want of* such direction or appointment, then the same to be equally divided between or among such children, if more than one, share and share alike, and if but one, then to go to such only child, the share or shares, portion or portions of such of the said children as shall be a son or sons to be transferred and made over to him or them respectively, at his or their age or respective ages of twenty-one years, and the share or shares, or portion or portions of such of the said children as shall be a daughter or daughters, to be transferred and made over to her or them respectively, at his or their age or respective ages of twenty-one years, or on the day or days of her or their marriage or respective marriages, which shall first happen, after the decease of the survivor of them the said *William Jones* and *Mary Back*, and in case any such child or children being a son or sons shall attain his or their age or respective ages of twenty-one years, or being a daughter or daughters shall attain her or their said age or respective ages of twenty-one years, or shall be married during the lives of the said *William Jones* and *Mary Back*, or the life of the survivor of them, then all and every the right and rights of such

And in default of appointment to be equally divided among the children share and share alike in the usual manner,

The shares of children attaining age, or marrying in the life-time of husband and wife, to be considered as a vested interest.

But not to be
paid till after
the death of
husband and
wife.

Clause as to
survivorship.

such son and sons, daughters and daughters so attaining the age of twenty-one years or marrying as aforesaid, in and to the said respective portions shall in default of such direction or appointment as aforesaid, be considered as a vested interest, or vested interests in him, her, or their heirs respectively, and shall be transmissible to his, her, or their respective executors, or administrators; *yet so nevertheless*, as that the transfer thereof shall be postponed until after the decease of the survivor of them the said *William Jones* and *Mary Back*. *Provided always*, that if any such child or children being a daughter or daughters shall depart this life before she or they shall attain her or their age or respective ages of twenty one years, or shall be married, or if any such child or children, being a son, or sons shall die before he or they shall attain his or their said age or respective ages of twenty-one years, then all and every the share and shares hereby intended for such child or children so dying, shall from time to time, in default of such direction or appointment as aforesaid, go and accrue to the survivors or survivor, and others or other of them (if more than one) share and share alike, and the same shall be transferrable at such respective ages, days, or times, and shall go in the same manner to such surviving and other child or children then in being, as is herein provided and declared, touching his or their
original

original share or shares, and in the case of the death of any others or other of the said children before he, she, or they shall have attained such age or respective ages, or before such time or times as aforesaid, then all and every such accruing or surviving share and shares then untransferred of such child or children respectively of and in the said two several capital sums of eighteen thousand pounds three *per cent.* consolidated bank annuities, and five thousand five hundred pounds, *South-sea* annuities, shall from time to time again be subject and liable to such further right, contingency, or condition of accruer or survivorship, to the survivors or survivor, and others and other of the said children as hereinbefore mentioned, touching his, her, or their original share or shares. *And upon this further trust*, that they the said *John Back* and *William Ham*, their executors, administrators, or assigns, do and shall, after the decease of the said *Mary Back*, transfer and make over the said capital sum of five thousand five hundred pounds *Old South-sea* annuities to such person or persons, upon such trusts, and for such intents and purposes as the said *Mary Back* by her last will and testament in writing, or any writing purporting to be or being in the nature of her will to be signed and published by her in the presence of, and attested by two or more credible witnesses, shall, notwithstanding her being under coverture, and as if she was sole and unmarried,

The 5500l. old South sea annuities to be transferred after the death of wife according to her appointment.

And for default of appointment to her personal representative. If the wife dies in husband's life-time without issue, the 1800 l. 3 per cent. annuities to be transferred to the husband absolutely.

But in case the husband dies in the life time of the wife without issue, all the annuities to be transferred to the wife absolutely.

unmarried, direct or appoint; *And for want of such direction* or appointment, to the executors or administrators of the said *Mary Back*, and upon this further trust, that the said *John Back* and *William Ham*, their executors, administrators, or assigns, do and shall after the decease of the said *Mary Back* in case of her dying in the life-time of the said *William Jones*, and in default or failure of such issue as aforesaid, transfer and make over the said capital sum of eighteen thousand pounds three *per cent.* consolidated bank annuities unto the said *William Jones* or his assigns, absolutely for his and their own use, benefit, and disposal. *But if the said Mary Back shall survive* the said *William Jones*, then upon trust, that they the said *John Back* and *William Ham*, their executors, administrators, or assigns, do and shall after the decease of the said *William Jones*, in default or failure of such issue as aforesaid, transfer and make over the said two capital sums of eighteen thousand pounds three *per cent.* consolidated bank annuities, and five thousand five hundred pounds *South-sea* annuities unto the said *Mary Back* or her assigns absolutely for her own use, benefit, and disposal, *and upon this farther trust*, that they the said *John Back* and *William Jones* and the survivor of them, and the executors, administrators, or assigns of such survivor, do and shall after the decease of the survivor of them the said *William Jones* and *Mary Back* and

and in the mean-time, and until the portion or portions of such child or children respectively as aforesaid shall become transferrable by virtue of these presents, with and out of the yearly interest, dividends and annual produce of the portion or portions of such child or children respectively, pay and apply such yearly or other sum or sums of money as the said trustee or trustees for the time being shall think proper, for or towards the maintenance and education of such child or children respectively, and do and shall from time to time cause or permit the surplus or residue (if any) of such interest, dividends, and annual produce to accumulate for the benefit of such person or persons as shall be entitled thereto, by virtue of these presents; *Provided always and it is hereby declared* and agreed, by and between the said parties to these presents, that it shall and may be lawful to and for the said *John Back* and *William Ham*, and the survivor of them, and the heirs, administrators, and assigns of such survivor, at any time or times after the decease of the survivor of them the said *William Jones* and *Mary Back*, to advance and pay any part or parts of the portion or portions hereby intended for such son or sons, as aforesaid, (not exceeding one third part of each such son's share), for the putting of him or them to any business, profession, or employment, or otherwise, for his or their preferment or advancement in the world, not-

Clause providing a maintenance for younger children out of the rents, dividends, &c. at the discretion of the trustees after the death of husband and wife.

The surplus of the rents, &c. to accumulate.

The trustees after the death of husband and wife, have power to advance to the sons part of their portions not exceeding a third part, for their advancement in the world.

Power for the trustees at the request of husband and wife, to raise a sum of money by sale of the 18000 l. 3 per cent. consolidated bank annuities to be applied according to the appointment of husband and wife.

Power to husband and wife or the survivor and trustees re-

withstanding he or they shall not have attained his or their age or respective ages of twenty-years; *Provided also and it is hereby likewise declared* and agreed, by and between the said parties to these presents, that it shall and may be lawful to and for the said *John Back* and *William Ham*, and the survivor of them, and the executors, administrators, and assigns of such survivor, at any time or times after the solemnization of the said intended marriage, at the request or desire of the said *William Jones* and *Mary Back*, signified in writing for that purpose, by sale or transfer of a competent part of the said sum of eighteen thousand pounds, three *per cent.* consolidated bank annuities, from time to time, to levy and receive any sum or sums of money, not exceeding in the whole the sum of three thousand pounds, of lawful money of *Great Britain*, and to pay, apply, and dispose of the same from time to time, to such person or persons, and for such intents and purposes as the said *William Jones* and *Mary Back* shall think proper, and the said trustees and each of them, and the executors, administrators, and assigns of them, and each of them are, and are hereby authorised and required in such case, to raise, pay, apply, and dispose of the said sum or sums of money accordingly, any thing herein before contained to the contrary thereof notwithstanding; *Provided also and it is hereby likewise declared* and agreed by
and

and between the said parties to these presents, that it shall and may be lawful to and for the said *John Back* and *William Ham*, or the survivor of them, and the executors, administrators, and assigns of such survivor, and they, and he are, and is hereby authorised and required, at any time or times after the solemnization of the said intended marriage, with the consent and approbation of the said *William Jones* and *Mary Back*, or the survivor of them signified in writing for that purpose, if they or either of them shall be then living, and after the decease of the survivor of them, then of the proper authority of the said trustees or trustee for the time being, to sell, assign, transfer, and dispose of the said two capital sums of eighteen thousand pounds, three *per cent.* consolidated bank annuities, and five thousand five hundred pounds, *South-sea* annuities, or any part thereof, and to lay out the money arising thereby, at interest, in the publick stocks or funds, or in government, or upon real securities in *Great Britain*, to be from time to time, in like manner, altered, varied, sold, transferred, and disposed of, when, and as often as occasion shall require, all which new or other stocks, funds, or securities, and the interest, dividends, and annual produce thereof, they the said *John Back* and *William Ham*, their executors, administrators, and assigns shall stand possessed of, and interested in, upon the same trusts, and for the same intents and purposes as are herein before

respectively, to change the stocks wherein the monies are now vested.

Covenant from
the husband that
the wife shall
enjoy her jewels,
&c. and plate,
and may sell the
same notwith-
standing cover-
ture,

and dispose
thereof by will.

expressed and declared, of and concerning the said capital sums of eighteen thousand pounds, three *per cent.* consolidated bank annuities, and five thousand five hundred pounds *South-sea* annuities respectively, and the interest, dividends, and annual produce thereof, or such of them as shall be then existing or capable of taking effect, *and in pursuance of the aforesaid agreement*, on the part of the said *William Jones* in that behalf, he the said *William Jones* for himself, his heirs, executors, and administrators, doth covenant, promise, and agree to and with the said *John Back* and *William Ham*, their heirs, executors, administrators, and assigns, by these presents, that in case the said intended marriage shall take effect, it shall and may be lawful to and for the said *Mary Back*, from time to time, and at all times during the joint-lives of them the said *William Jones* and *Mary Back*, to have the possession and enjoyment of all the jewels, diamonds, watches, rings, and other ornaments of her person, which she is or shall hereafter be possessed of; and also all the plate which she is now or hereafter may be possessed of, and to sell and dispose of the same, or any of them, or any part thereof respectively, to such person or persons, and in such manner as she shall think proper, notwithstanding the said intended coverture, and as if she was sole and un-married; *And also* that it shall and may be lawful to and for

for her the said *Mary Back*, by her last will and testament in writing, or any writing purporting to be, or being in the nature of her will, to give, bequeath, or dispose of the said jewels, diamonds, watches, rings, ornaments, and plate, or any part thereof, to such person or persons, upon such trusts, and for such intents and purposes as she shall think fit, and in the same manner as if she was sole and unmarried: *Provided always and it is likewise declared* and agreed, by and between the said parties to these presents, that if the said *John Back* and *William Ham*, or either of them, or any succeeding or other trustee or trustees, to be nominated in the stead or place of them, or either of them, as herein after is mentioned, shall during the continuance of any of the aforesaid trusts, happen to die, or desire to be discharged from, or refuse to act in the execution of the said trusts, then and so often it may and shall be lawful to and for the remaining or other of the said trustees or of the executors, administrators of the survivor of them, by any deed or deeds, writing or writings, under their or his hands and seals, or hand and seal, attested by two or more credible witnesses, from time to time, and so often as by the death, resignation, or refusal to act of the said trustees, or either of them, it shall become requisite or necessary, with the consent and approbation of the said *William Jones* and *Mary Back*, or the survivor

Clause for appointing new trustees.

of them, during the lives and life of them, and the survivor of them, with their, his, or her own hands or hand, and after the decease of such survivor, to and for the remaining or other trustee or trustees, or the executors, or administrators of the survivor of them, of their, or his own authority, as the case shall happen, to nominate and appoint any other person or persons to be a trustee or trustees, for the purposes aforesaid, in the stead or place of the trustee or trustees so dying, desiring to be discharged, or refusing to act, and when either of the present trustees shall desire to be discharged from the said trust, it shall and may be lawful to and for him and them to resign, release, assign, relinquish, and give up his and their trust and interest, in and to the said two several capital sums of eighteen thousand pounds, three *per cent.* consolidated bank annuities, and five thousand five hundred pounds, *South-sea* annuities, and of and in such other stocks, funds, and securities as aforesaid, to the other trustee and trustees: and every new trustee to become interested in the same, together with the former trustee and trustees (other than such as shall have desired to be discharged from the said trusts, and who shall have relinquished, released, or assigned, his and their trust and interest as aforesaid) shall in like manner have full power and authority, as often as it shall become necessary or requisite, with such consent, and testified

tified as aforesaid, if the said *William Jones* and *Mary Back*, or either of them shall be then living, or else, of the proper authority of the said trustees or trustee for the time being, as the case shall happen, to nominate and appoint any other person or persons to succeed in the said trusts, and to stand and be a trustee or trustees for the purposes aforesaid, in the stead or place of any former trustee or trustees so dying, desiring to be discharged from, or refusing to act in the said trusts; *And it is hereby declared* and agreed, that from and after any such nomination or appointment as aforesaid, all such deeds, acts, matters, and things, shall be done, executed, and performed, as shall be necessary or adviseable, for vesting the said two several capital sums of eighteen thousand pounds 3 *per cent.* consolidated bank annuities, and five thousand five hundred pounds *South-sea* annuities, and all such stocks, funds, and securities as aforesaid, as well in the respective remaining trustee or trustees, who shall be willing to act in the said trusts, as in such new trustee or trustees, upon the said trusts and for the same intents and purposes as are hereinbefore mentioned, expressed and declared, of and concerning the same respectively, or such of them as shall be then existing, undetermined, or capable of taking effect, or of being performed, or as near thereto as may be; *Provided also*, and it is hereby likewise declared and agreed, by and between the said parties to these presents, that the said

New trustees to have like power as the present.

Clause of indemnity to the trustees.

John Back and *William Ham*, and each of them, shall be charged and chargeable only for such monies as they shall respectively actually receive, by virtue of the aforesaid trusts, and that the one of them shall not be answerable or accountable for the other or others of them, but each of them for his and their own acts, receipts, neglects, or defaults only, and that they the said trustees, or either or any of them, shall not be answerable or accountable for any bank, banker, goldsmith, broker, or other person, with whom or in whose hands any part of the said trust monies shall or may be deposited or lodged for safe custody, or otherwise, in the execution of any of the aforesaid trusts, neither shall they the said trustees, or either or any of them be answerable or accountable for the insufficiency or deficiency of any security or securities, stocks or funds, in or upon which the said trust monies, or any part thereof, shall or may be placed out or invested, nor for any other misfortune, loss, or damage which may happen in the execution of any of the aforesaid trusts, or in relation thereto, unless the same shall happen, by or through their own wilful defaults respectively; *And also that they* the said trustees, and each of them, and the executors, administrators, and assigns of them, and each of them, shall and may, with and out of such monies as shall come to their respective hands, by virtue of the aforesaid trusts, deduct

The trustees are
to be reimburs-
ed all expences,

deduct and retain to, and reimburse himself and themselves respectively, and also pay or allow to his and their co-trustee or co-trustees, all costs, charges, damages, and expences, which they or any of them shall or may sustain, expend, disburse, be at, or be put unto in the execution of any of the trusts aforesaid, or in relation thereto; AND *the said William Jones*, for himself, his heirs, executors, and administrators, *doth covenant*, promise, and agree, to and with the said *John Back* and *William Ham*, their executors, administrators, and assigns by these presents, that he the said *William Jones*, and all and every person and persons lawfully claiming or to claim, by, from, or under, or in trust for him, shall and will from time to time, and at all times after the solemnization of the said intended marriage, upon every reasonable request, to be made for that purpose, but at the proper costs and charges in the law, of him the said *William Jones*, his heirs, executors, or administrators, make, do, and execute, or cause to be made, done, and executed all and every such further and other lawful and reasonable act and acts, deed and deeds, thing and things, devices, conveyances, and assurances in the law whatsoever, for the further and better confirming and corroborating these presents, and every clause, matter, and thing herein contained; and for the better enabling the said *John Back* and *William Ham*,

The husband covenants for further assurances.

Ham, and each of them, their and each of their executors, administrators, and assigns, to execute the several trusts hereby in them reposed, according to the true intent and meaning of these presents, as by the said *John Back* and *William Ham*, or either of them, or the executors, administrators, or assigns of them, or either of them, or their, or either or any of their counsel learned in the law shall be reasonably devised or required. IN WITNESS, &c.

Taking it for certain that this draught is prepared according to the agreement and intention of the parties interested, I approve of the same in point of form.

W. S ———

Case in respect to the avoiding of a Settlement.

1st, and 2d.
Jan. 1760.

BY indentures of lease and release, the release between *Philip Jer*, of the first part; *Ann Doe*, widow, and her daughter *Mary Doe*, spinster of the second part; and *James Brow* and *John Way* of the third part; the said *Philip Jer*, in consideration of a marriage then intended, and which was afterwards solemnized between him and the said *Mary Doe*, and for making a provision for her in case the said marriage took effect and she survived him, did grant,

grant, bargain, sell, alien, release, and confirm unto the said *James Brow* and *John Way* and their heirs all and every his messuages, lands, tenements, hereditaments, and premisses in the several counties of *Leicester*, *Derby*, and *Middlesex*, devised to him by the will of his late father *Thomas Jer*, esq; deceased, therein particularly mentioned, to hold unto the said *Brow* and *Way*, their heirs and assigns, subject to the several incumbrances therein-after mentioned, to the use of *Philip Jer* and his heirs, until said marriage, and after the solemnization thereof, to the use of said *Philip Jer* and his assigns, during the joint lives of himself and wife, without impeachment of waste, and from and after the decease of either of them, then to the use and behoof of the survivor of them, and the heirs and assigns of such survivor for ever, wherein are the following provisoes, viz. that it should be lawful for *Brow* and *Way*, during the joint lives of the said *Philip Jer* and *Mary Doe*, by any deed or deeds, writing or writings under their hands and seals, executed in the presence of two or more credible witnesses, by and with the consent and direction of the said *Philip Jer* and *Mary* his intended wife, testified by their being parties to, and sealing and executing the same, to raise, either by way of mortgage or absolute sale of all or any part of said premises in the counties of *Leicester* and *Derby*, the several sums following, (that is to say);

eight

Middlesex
omitted.

eight hundred pounds to satisfy the like sum charged thereon by the last will of *John Jer*, the grandfather of the said *Philip Jer*, for the use and benefit of his said wife *Elizabeth*, and also three thousand pounds for the purpose of satisfying the like sum, being a legacy left to *Elizabeth Jer*, sister of the said *Philip Jer*, by her late father's will, and charged upon the said estate and premises; and that it should be lawful for the said *Philip Jer* and *Mary Doe*, during their joint lives, by any such deed or deeds, writing or writings, to be so executed and attested as aforesaid, or by any other deed or deeds, under their hands and seals, to charge the same estate and premisses with, or raise thereout all such other or further sum or sums of money, either for their own use or for any other use or uses, payable at such time or times, and in such manner as should be thereby respectively directed, limited, or appointed; and also that if the said *Brow* and *Way* should, during the joint lives of the said *Philip Jer* and *Mary Doe* proceed to sell the premisses in the said counties of *Leicester*, *Derby*, and *Midd'lessex*, or any of them, which it should be lawful for them, and they were thereby authorised and impowered to do with such consent of the said *Philip Jer* and *Mary* his intended wife, to be testified as aforesaid, but not otherwise, then said *Brow* and *Way* should, out of the purchase money for the same, discharge the said several sums

These words, proceed to sell, seem to imply, that a power to sell the whole had been given before.

J. B.

sums of eight hundred pounds and three thousand pounds, and all other the incumbrances affecting the premises, and place out and invest the clear surplus of such purchase monies in government securities, and stand and be possessed thereof, subject to the controul, direction, and disposition of the said *Philip Jer* and *Mary Doe*, and upon trust to be from time to time assigned, transferred, disposed of, and applied in such manner, and to and for such uses, intents, and purposes as the said *Philip Jer* and *Mary* his intended wife should, during their joint lives, by any writing or writings under both their hands from time to time direct or appoint, and for want of, or until such direction or appointment, or as the rights or interests to be thereby appointed, should respectively end and determine, or as to such part or parts whereof no such direction or appointment should be made, upon trust to pay the dividends or interest thereof to the said *Philip Jer* during his life, and from and after the death of either of them the said *Philip Jer* and *Mary Doe*, then upon trust for the only use and benefit of the survivor of them, and the executors or administrators of such survivor. And it is thereby declared, that in case of the sale of said premises, the receipt of the trustees shall be a sufficient discharge for the purchase money, *Mr. Jer* covenants that the premises are free from incumbrances, except only Mrs.

Eliza-

Elizabeth Jer, the widow's estate for life in the messuage, with the gardens and appurtenances in her possession, and the cottage in the occupation of *Benjamin Bold*, and an annual rent of one hundred and seventeen pounds, payable out of the residue of the premises in the counties of *Leicester* and *Derby* to said *Elizabeth Jer* for life, and eight hundred pounds charged thereon, and payable to the said *Elizabeth Jer* as aforesaid, and an annuity of one hundred pounds a year, to commence from the decease of said *Elizabeth Jer*, charged upon and payable out of the said estate and premises in the counties of *Leicester* and *Derby* to *Mary Jer*, mother of the said *Philip Jer*, for her life, by the will of her late husband, and also except said legacy of three thousand pounds charged upon and payable out of the same premises for the use and benefit of said *Elizabeth Jer*; and that in case said marriage took effect, and said *Mary Doe* survived him, that the executors or administrators of said *Philip Jer*, should, within six months after his death, pay unto the said *Mary Doe* for her own use the sum of two thousand pounds over and above all the other provisions thereby made for her.

Mrs. *Elizabeth Jer*, the grandmother, being lately dead, Mr. *Jer* and his wife are desirous of making void the settlement, if it can possibly be done, in order to make provision for their children, in case Mrs. *Jer* survives her husband, as he

is

is not at present in sufficient circumstances to give them proper portions out of his other estates, after discharging the two thousand pounds to his wife; but if that cannot be done, then *Mr. Jer* would sell so much of the premises in settlement as will raise the three thousand eight hundred pounds charged thereon, but is apprehensive no person will take the title without his mother's joining in the conveyance, which it is presumed she cannot do without forfeiting her annuity, as it cannot be apportioned. And it is doubted whether the premises in *Middlesex* can be sold, being omitted in the proviso that gives the power of sale, though seemingly intended to have been included therein, as in the proviso directing the application of the purchase money it is expressly said, that the trustees were thereby authorised and empowered to sell the premises in *Leicester, Derby, and Middlesex*; and *Mr. Jer* would, with his wife, also raise a sum of money, either by sale of or charge on the remaining premises, for portions for their children, payable at their mother's decease in case she survives her husband.

Qu. Whether the settlement can by any, and what means, be made void? And if not, can a good title be made a purchaser during *Mrs. Jer*, the mother's life, of any and which

which of the premisses in settlement, and by what conveyance, in order to raise the sum of three thousand eight hundred pounds charged thereon? And can a proper sum of money, by any, and what means, be raised out of the remaining premisses for portions for the children, payable at their mother's decease, in case she survives her husband, or at any other, and what time?

Here are several queries incorporated in one.

First, As to the omission of the word *Middlesex*, in the first part of the power. Now I am of opinion that this has happened from the carelessness, hurry, or oversight of the writer, and not from, or by *design*, and I conceive the second part of the power or rather explanation supplies the before mentioned omission. The expression in the first part is, *error scribentis*, the words in the second part speak the language and sense of the parties. I am therefore of opinion, that the trustees, *Brow* and *Way*, have good power to raise money for any of the purposes in the settlement, either by mortgage or sale, of all or any of the estates in *Leicester, Derbyshire, or Middlesex*.

Secondly,

Secondly, As to the danger of Mrs. *Jer*, the mother's extinguishing her annuity or rent-charge of ——— if she joins in any sale or conveyance of the lands on which the said rent-charge stands charged; I think that extinguishment may be safely prevented, if she previously grants and assigns her said annuity or rent to any proper person, in trust, for herself, and takes care in the conveyance, in fee, which she is made to join in, to have a proviso inserted, that nothing therein contained shall be construed to transfer, assign, or make over, her, or her trustee's right to the said annuity or rent, or to invalidate, prejudice, or affect her, or his right or title thereto, but that she and her trustee shall continue to enjoy the same, and shall and may exercise all rights and powers for the recovery thereof, as if that conveyance had not been made.

Thirdly, As to the means of effectuating a sale, I think thus—There should be first, an instrument under the hands and seals of Mr. and Mrs. *Jer* (late *Mary Doe*) reciting the settlement, and particularly the power, and both branches thereof, and taking notice that Mr. and Mrs. *Jer* were minded to raise money, as well for discharging the incumbrances, as for other purposes, therefore it should be made known, that Mr. and Mrs. *Jer*, did thereby direct and appoint, that Mess^{rs} *Brow* and *Way* should forthwith make sale of such and such

Original Precedents

lands, parcel of the premisses in the settlement, and should apply the monies to arise by such sale—so and so. Then let there be prepared a lease and release, Mr. and Mrs. *Jer*, of the first part; Mess^{rs} *Brow* and *Way*, of the second part; and a vendee of the third part; (if the mother joins she must be a party) let the settlement and both branches of the power therein contained be recited: Then the instrument of direction and appointment herein before directed. Then recite that Mess^{rs} *Brow* and *Way* had with the approbation of Mr. and Mrs. *Jer*, contracted with the vendee for sale of the lands after mentioned, and that such vendee had agreed to give so much for the purchase of the fee thereof, therefore let Mess^{rs} *Brow* and *Way*, in pursuance of the power, bargain, sell, limit, and appoint the said lands to the vendee; *Habendum* to, and to the use of the vendee, his heirs and assigns for ever. Then proceed—And to the intent that the fee and inheritance of the premisses may be effectually vested in the said vendee, let Mess^{rs} *Brow* and *Way*, and also Mr. and Mrs. *Jer*, bargain, sell, alien, release, and confirm, and Mr. and Mrs. *Jer*, grant, ratify, and confirm to the vendee, all the premisses, *Habendum*, to and to the use of the vendee and his heirs.—Let Mr. and Mrs. *Jer*, and also the mother, covenant to levy a fine to the vendee *sur conusans de droit*, and let such fine be levied accordingly:

if

if the mother chooses not to join in the fine, then the fine must be of the reversion, where she has an estate for life. The fine will be an estoppel to the survivor of Mr. and Mrs. Jer, and to the heirs of such survivor. The trust of the money must be declared by that or a separate instrument, &c.

J. BOOTH.

Wills.

A Will of Freeholds, Copyholds, Leaseholds, and Monies in the Funds.

No. I.

IN THE NAME OF GOD. AMEN. I *John Jones* of the parish of — —, near the town of — —, in the county of — —, esq; being at present in health, and of sound and disposing mind, memory, and understanding; but considering the uncertainty of this mortal life, do make and ordain this my last will and testament, in manner following: FIRST and principally, I commend my soul to God who gave it, and my body I commit to the earth to be decently interred at the discretion of my executor herein after named, unless I shall leave any particular directions in writing, under my hand, concerning the same: *And as to* such worldly estate as God of his goodness hath bestowed upon me, I give and dispose thereof in manner herein after mentioned, (that is to say);

The testator to be buried at the discretion of the executor, &c.

He directs his executor to transfer money in the funds to a nephew ;

and also like monies to two grand nephews, to be paid to them at their respective ages of twenty-five years.

In case of death the survivor to take the whole ;

but if both die, the principal to sink into the residue of his personal estate.

I order and direct my executor herein after named, within three months next after my decease, to cause five thousand pounds interest or share in the joint stock of consolidated three per cent. annuities, to be transferred to my nephew Edward Jones, now or late of New York in North America, (the younger son of my late brother Richard Jones, deceased), in the proper books kept for that purpose at the Bank of England: And I order and direct my said executor to cause one thousand pounds interest or share in the capital or joint stock of three and a half per cent. Bank annuities, 1758, unto each of my grand nephews John Jones and William Jones (sons of John Jones, who was the eldest son of my said late brother Richard Jones, deceased) on attaining their respective ages of twenty-five years; and in the mean time, from and after my decease, to pay and apply the clear yearly dividends and interest thereof, for and towards their respective maintenance and education: And in case of the decease of either of my said grand nephews under the said age, then I will and direct that the said one thousand pounds hereby intended for such deceased grand nephew, shall accrue and remain over unto his surviving brother, and be transferred to him at the same time with his said original legacy; But in case both my said grand nephews shall happen to die before either of them shall have attained the said age, then I will and direct that the said two thousand pounds annuities

ties shall sink into and become part of the residue of my personal estate, and be held and enjoyed by my residuary legatee, to and for his own proper use and benefit. *Also I give and bequeath unto Edward Ellis, master of arts, fellow of King's College, Cambridge, one thousand pounds further share or interest in the said joint stock of consolidated three per cent. annuities, upon trust nevertheless that he the said Edward Ellis, his executors or administrators, do and shall pay, apply, transfer, and dispose of the same, or any part thereof, and the dividends, interest, and proceed thereof, unto such person or persons, and for such uses, intents, and purposes, and in such parts and proportions, manner and form, and at such time or times as Frances Frame (wife of George Frame, of Kensington, in the county of Middlesex, esq;) notwithstanding her coverture, and whether she shall be sole or married, by any writing or writings under her hand, or by her last will and testament in writing, or any writing purporting to be her last will and testament, signed, sealed, and published by her in the presence of, and attested by two or more credible witnesses, shall direct, give, and appoint the same, or any part thereof; and in default of such gift, direction, or appointment, or as to so much and such part thereof in respect of which there shall not be any such gift, direction, or appointment made, upon trust for the said Frances Frame, her executors and admini-*

The testator gives money in the funds to a trustee to be disposed of according to the appointment of a feme covert.

Legacies pecuniary and specific.

He devises all his freehold and copyhold estates to trustees,

to suffer a person to receive an annuity during life.

frators, and to and for no other use, intent, or purpose whatsoever : *Also I give and bequeath unto Dr. Robert Roe, fellow of King's College, Cambridge, and to Thomas South fellow of Eaton College, the sum of fifty pounds a-piece ; and to the provost and scholars of King's College, Cambridge, my silver cup and cover for the use of the bursers table in their common dining-room : Also I give and bequeath unto each of my servants that shall be living with me at the time of my decease, the sum of five pounds : I give and devise all and every my messuages, lands, tenements, tythes, fee-farm rents, and real estate whatsoever, as well freehold as copyhold, unto Edward Pill of ———, in the county of, ——— gent. and William Robe of Cambridge aforesaid, gent. their heirs and assigns for ever, upon the several trusts, and to and for the several uses, intents, and purposes herein after mentioned, expressed, and declared, of and concerning the same, (that is to say), upon trust, and to the use, intent and purpose that they the said Edward Pill and William Robe, and the survivor of them, and his heirs, do and shall permit and suffer Ann Grove, spinster, sister of the said Frances Frame, and her assigns, yearly and every year, for and during the term of her natural life, to have, receive, and take out of the rents, issues, and profits of the said real and copyhold estates and premisses, one annuity or clear yearly rent-charge*

charge or sum of thirty pounds of lawful money of *Great Britain*, clear of all taxes and deductions whatsoever, payable and to be paid at the gate of the *Middle Temple Hall, London*, at or upon the four most usual feast days or times for payment of rent in the year, (that is to say); the 25th day of *March*, the 24th day of *June*, the 29th day of *September*, and the 25th day of *December*, by even and equal portions, the first payment thereof to begin and be made on such of the said days as shall first happen next after my decease; *And to this further use* and intent, that if the said annuity or sum of thirty pounds, or any part thereof shall be behind and unpaid by the space of twenty-six days next over or after any of the said days of payment, whereon the same is herein-before appointed to be paid as aforesaid, that then and so often it shall and may be lawful to and for the said *Ann Grove* and her assigns, into and upon the said real and copyhold estates hereby devised, or any part thereof, to enter and distrain, and the distress and distresses then and there found, to take, sell, and dispose of, until she or they shall be paid the said annuity and all arrears thereof, together with the charges of such distress and sale, *and to this further use* and intent, that in case the said annuity or sum of thirty pounds, or any part thereof, shall be behind and unpaid by the space of forty days next over or after any of the said days of pay-

Usual powers,
viz. power to
distrain.

Power to enter
and receive the
rents.

Original Precedents

ment whereon the same ought to be paid as
 aforesaid, (although no demand be made
 thereof), then and so often it shall and may be
 lawful to and for the said *Ann Grove*, and her
 assigns, into and upon the said real and copy-
 hold estates and premises, or any part thereof,
 in the name of the whole, to enter, and the same
 to have, hold, and enjoy, and to receive and
 take the rents, issues, and profits thereof, and
 of every part thereof, to and for her and their
 own use and benefit, until she or they thereby
 and thereout be fully satisfied and paid the
 said annuity, and all arrears thereof; and also
 so much thereof as shall incur and grow due
 during such time as they shall continue in
 possession of the same premises, after and by
 reason of such entry as aforesaid, together
 with all such costs, charges, loss, and damage
 which she or they shall be put unto, or any-
 ways sustain by reason of the non-payment
 thereof at the days and times aforesaid; *And*
upon this further trust, that the said *Edward*
Pill and *William Robe*, and the survivor of
 them, and his heirs, do and shall permit and
 suffer the said *Ann Grove* and also *Elizabeth*
Watts of ——— aforesaid, spinster, (two of the
 annuitants or legatees named in the last will
 and testament of *Edward Renn*, late of ———,
 aforesaid, esq; deceased), and their respective
 assigns, yearly and every year, during their
 respective natural lives, to have, receive,
 and

Another person
 also to receive
 an annuity,

and take by and out of the rents, issues, and profits of the said real and copyhold estates and premises hereby devised, two several annuities, or clear yearly rent charges or sums of thirty pounds and thirty pounds of lawful money of *Great Britain*, without any deduction or abatement on any account or pretence whatsoever, payable, and to be paid at the gate of the *Middle Temple Hall*, aforesaid, at or upon the four feast days herein-before particularly mentioned, by even and equal portions; the first payment thereof to begin and be made upon such of the said days as shall first next happen in course after my decease, according to the true intent and meaning of the said last will and testament of the said *Edward Renn*, deceased, such first quarterly payment to be proportioned as the time of my decease may require, with such and the like powers and authorities for them the said *Ann Grove* and *Elizabeth Watts* respectively, and their respective assigns, to enter and distrain upon the said devised premises, in case of non-payment of the said last mentioned annuities or sums of thirty pounds and thirty pounds, within twenty or forty days after the same respectively shall become due and payable, until satisfaction thereof as aforesaid: which said several annuities hereinbefore limited and given to the said *Ann Grove* and *Elizabeth Watts* as aforesaid, are in lieu and full satisfaction of the several like annuities given
to

and subject as
afore said,
to the use of a
trustee for 99
years, upon
trust for his
nephew for life.

Remainder to
trustees to pre-
serve contingent
remainders.

to them by the will of the said *Edward Renn* deceased, and which I charge in manner afore-
said, in aid and exoneration as well of the
estate and effects of the said *Edward Renn*, li-
able to the payment thereof, as also of my own
personal estate and effects. *And* subject and
chargeable as afore said. *Upon this further trust*
that they the said *Edward Pill* and *William*
Robe and the survivor of them, and his heirs,
do and shall stand and be seised of the said real
and copyhold estates and premisses hereby de-
vised, to the use and behoof of the afore said
Thomas South, his executors, administrators,
and assigns, for and during the term of ninety-
nine years, *upon the trust* hereinafter mentioned
and declared of and concerning the same term,
and subject thereto; *To the use* and behoof of
my said nephew *Edward Jones* for and during
the term of his natural life, without impeach-
ment of or for any manner of waste; and from
and after the determination of that estate, *To*
the use and behoof of the said *Robert Pill*
and *William Robe*, and their heirs during the
life of the said *Edward Jones*; in trust to
preserve the contingent remainders hereinafter
limited from being defeated and destroyed,
and for that purpose to make entries and bring
actions as the case shall require, but never-
theless to permit and suffer the said *Edward*
Jones and his assigns to receive and take the
rents, issues, and profits of the said premisses

to his and their own use during his natural life, and from and after the decease of the said *Edward Jones*, *To the use* and behoof of the first son of the body of the said *Edward Jones* lawfully to be begotten, and the heirs male of the body of such first son lawfully issuing, and for default of such issue, then to the second, third, fourth, fifth, and every other son and sons of the body of the said *Edward Jones* lawfully begotten, severally, successively, and in remainder, one after another, as they shall be in priority of birth, and seniority of age, and the heirs male of the body of such respective son and sons lawfully issuing, so as that the elder of such sons, and the heirs male of his body be always preferred and take before the younger of the same sons, and the heirs male of his body, and for default of such issue, *To the use* and behoof of the aforesaid *Edward Ellis* and his assigns, for and during the term of his natural life, without impeachment of or for any manner of waste, and from and immediately after his decease, *To the use* and behoof of *William Lang* of *King's College, Cambridge*, batchelor of arts, and his assigns, for and during the term of his natural life, without impeachment of or for any manner of waste; and from and after the determination of that estate, *To the use* and behoof of the said *Edward Pill* and *William Robe*, and their heirs, during the life of the said *William Lang*, in trust,

Remainder to the first and other sons of his nephew in tail male.

Remainder to his executor for life.

Remainder to another person for life.

Remainder to trustees to preserve contingent remainders.

Remainder to
the first and
other sons of
the last tenant
for life in tail
male.

Remainder to a
corporation up-
on such trusts
as the testator
should direct,
and for want of
direction ac-
cording to the
appointment of
the corporation.

trust, to preserve the contingent remainders hereinafter limited, from being defeated and destroyed, and for that purpose to make entries and bring actions as the case shall require, but nevertheless to permit and suffer the said *William Lang*, and his assigns to receive and take the rents, issues, and profits of the said premises (subject as aforesaid) to his and their own use, during his natural life, and from and after the decease of the said *William Lang*, To the use and behoof of the first son of the body of the said *William Lang*, lawfully begotten, and the heirs male of the body of such first son lawfully issuing, and for default of such issue, then to the second, third, fourth, fifth, and every other son and sons of the body of the said *William Lang* lawfully begotten, severally, successively, and in remainder, one after another, as they shall be in priority of birth and seniority of age, and the heirs male of the body of such respective son and sons lawfully issuing, so as that the elder of such sons, and the heirs male of his body be always preferred, and take before the younger of the same sons, and the heirs male of his body, and for default of such issue, To the use and behoof of the provost and scholars of *King's College, Cambridge*, and their successors, for ever. Upon such trusts nevertheless, and to and for such uses, intents and purposes as I shall by any writing or writings under my hand

and

and seal attested by two or more credible witnesses, direct, limit, and appoint the same, *and in default of such direction*, limitation or appointment, then, to, for, and upon such uses, trusts, intents, and purposes, as shall be from time to time appointed, and settled by the then provost and the thirteen fellows of the said college, for the time being, of the longest standing, from the time of their respective admissions, and to and for no other use, intent, or purpose whatsoever. *And it is my will* and mind, and I do hereby order, direct, and declare that the said term of ninety-nine years so limited in use to the said *Thomas South*, as aforesaid, is upon this special trust and confidence, that in case my said nephew *Edward Jones* shall not return to or personally appear in that part of *Great Britain* called *England*, within the space or time of three years, to be computed from the day that public notice shall be given of my decease in the *London Gazette*, that then, and in such case, he the said *Thomas South*, his executors, administrators and assigns, shall stand, and be possessed of the said term of ninety-nine years, or so much thereof as the said *Edward Jones* shall happen to live, and the real and copyhold estates and premises comprised therein. *In trust*, and for the benefit of such person or persons as would be intitled to the same premises as next in remainder, or to take under and by virtue of the

A declaration that the term of 99 years was limited to the trustee that he might be possessed thereof in case the nephew did not return to England,

for the benefit of the persons intitled next in remainder.

It being the testator's intent that unless his nephew returned that he should not be intitled.

Testator's leasehold estates to be held by the same persons and for the same uses as his real estates.

The executors to receive the rents of the estates till his nephew's return.

the limitations hereinbefore made, if the said *Edward Jones* was naturally dead. *It being my full intent* and meaning, that in case the said *Edward Jones* does not return to, and actually appear in his own proper person, in that part of *Great Britain* called *England*, within the time or space of three years next after such public notice of my decease as aforesaid, he the said *Edward Jones* shall not be intitled to any profit, benefit, or advantage out of, or from my said real and copyhold estates and premisses hereby devised as aforesaid. *And I will*, order, and direct, that all and every the leasehold messuages, lands, tenements, tythes, hereditaments, and premisses whatsoever, whereof I shall be possessed at the time of my decease, shall be held, possessed and enjoyed by the same person and persons respectively, and for the same uses, intents, and purposes, as my freehold and copyhold premisses are hereinbefore given, limited, and appointed, or as near and similar thereunto as the nature and quality of the estate and the law will admit or allow of, save only that the said leasehold estates and premisses shall not be subject or liable to the payment of the said annuities or any of them. *And I will* and direct that the said *Edward Ellis* shall receive the rents, issues, and profits of all and every my freehold, copyhold, and leasehold premisses, from and after my decease, to and for the use of my said nephew *Edward Jones*

Jones until he returns to *England*, in case he shall return within the time aforesaid. *And I will* and direct that all plate, pictures, and household furniture whatsoever, which I shall die possessed of shall descend and go, as or in the nature of heir looms, to the persons respectively, to whom I have hereinbefore devised the said premises, and shall not be removed out of the same.

His plate, &c. to pass as heir looms.

ALL the rest, residue, and remainder of my goods chattels, stocks in the public funds, debts and *personal estate* of what nature or kind soever, after payment of my just debts, and funeral expences, I give and bequeath unto the said *Edward Ellis*. *And I do* hereby constitute and appoint the said *Edward Ellis*, full and sole executor of this my last will and testament hereby annulling all will and wills by me at any time heretofore made. *And I further will* and declare that it shall and may be lawful to and for every person who by this my will shall become tenant for life of the aforesaid premises, to grant leases thereof, or of any part thereof, to any person or persons, for any term or number of years not exceeding twenty-one years, in possession, but not in reversion, or by way of future interest, so as upon every such lease there be reserved and made payable, during the continuance thereof respectively, to be incident and go along with the reversion expectant on the same, the most and best improved yearly rent or rents that can be reasonably had or obtained, without taking any
sum

The disposition of the residue of his personal estate.

The appointment of an executor.

Leasing powers to the tenants for life.

To the corporation.

sum or sums of money or other thing, by way of fine for the same, and so as such leases be not made punishable of waste, and contain the usual and common covenants, and that the lessee and lessees therein execute counterparts thereof. *And I will* and direct, that the provost and scholars of *King's College, Cambridge*, when in possession of the said premises shall not have power to grant any further or longer leases thereof respectively, than for the term of twenty years in possession and not in reversion, and shall not take any sum or sums of money, or other thing by way of fine for granting thereof. IN WITNESS whereof, I the said *John Jones* the testator have to this my last will and testament contained in ——— sheets of paper at the bottom of each of the said sheets set my hand and seal this ——— day of ——— in the seventh year of the reign of our sovereign lord *George* the third, by the grace of God, &c. and in the year of our lord 17—

Attestation.

Signed, sealed, published, and declared, by the said *John Jones* the testator, as and for his last will and testament, in the presence of us, who at his desire, and in his presence have hereunto subscribed our names as witnesses, ———

This will was approved by Mr. *Booth*.

A Will

A Will of Freehold, Copyhold, Leasehold, and Personal Estates; the Testator devises the same to Trustees to secure an Annuity to his Wife, and likewise, to provide for any Children that he might have by her; and in default of Issue he devises the same, subject to the Annuity, &c. to the eldest Son of his Uncle; charged with the Payment of Monies.

No. II.

IN THE NAME OF GOD AMEN, I *James Jones* of *Charles-street*, in the county of *Middlesex*, esq; being of sound and disposing mind, and memory, do make this my last will and testament, in manner following: first and principally, I commend my soul to God who gave it, and my body I commit to the earth, to be decently interred at the discretion of my executors hereinafter named, and as to such worldly estate as God of his goodness hath bestowed upon me, I give and dispose thereof as follows: that is to say, I give and devise unto and to the use of my dear wife *Mary Jones*, *Nathaniel Nokes*, of, &c. and *Oliver Orme*, of, &c. their heirs and assigns, all and every my freehold and copyhold estates, upon the trusts nevertheless hereinafter declared of and concerning the same; and I give devise and bequeath all my leasehold estates as well for lives as for years, together with all my personal estate, of what nature or kind soever,

Note, The copyhold should be surrendered to the use of Mr. Jones's will.
J. H.

unto the said *Mary Jones*, *Nathaniel Nokes* and *Oliver Orme*, and their heirs, executors, administrators, and assigns respectively (according to the nature of the several estates) upon the trusts nevertheless, and to and for the several intents and purposes hereinafter expressed and declared of and concerning the same, (that is to say) upon trust, by and out of the rents, issues, dividends, interest and profits of all my said estates, to pay an annuity or yearly sum of five hundred pounds clear of all taxes and deductions whatsoever, into the proper hands of my said dear wife *Mary Jones* during her natural life, for her own use and benefit, in addition to all other provisions made for her, upon, or previous to our intermarriage, and also by the ways and means aforesaid, to pay one other annuity or yearly sum of ——— pounds, clear of all taxes and other deductions, into the proper hands of my dear sister *Sarah Howell*, the wife of Mr. *Giles Howell*, during her natural life, or to such person or persons as she shall from time to time, half yearly, and not otherwise, by any note or writing signed with her hand, direct or appoint to receive the same, and so as that the said last mentioned annuity shall not, nor shall any part thereof be subject or liable to the debts, engagements, management, or controul of her husband, nor in their or either of their power to sell, anticipate, assign, or any ways to dispose of or incumber the same, the said annuities respectively, to be paid and payable by
half

half yearly payments, on the feast days of Saint *Michael* the Arch-angel, and the birth of our Lord *Christ* in each year, by even and equal portions, the first payment of the same respectively to begin and be made on such of the said feasts days as shall first happen after my decease, and upon further trust, that the said *Nathaniel Nokes* and *Oliver Orme*, shall and may retain the sum of ———— pounds each, for their trouble in performing the trusts of this my will, and upon this further trust, that they the said *Mary Jones*, *Nathaniel Nokes*, and *Oliver Orme*, and the survivors and survivor of them, his or her heirs, executors, administrators, or assigns, do and shall at the end of one year next after my decease, if there shall be any child or children of my body, by the said *Mary* my wife then living, convey, assign, and transfer, in such manner as counsel shall advise, all the rest and residue of my freehold, copyhold, and leasehold estates, money in the funds, and all other my personal estate and effects of what nature or kind soever the same may be, subject to, and charged with the payment of the said several annuities of five hundred pounds, and ———— pounds as aforesaid, or such of them as shall be then subsisting, unto my *eldest or only child*, his or her heirs, executors, administrators, and assigns, absolutely for ever, but in case there shall not be any child living at the end of one year next after my decease, shall and do convey, assign, and transfer by

Original Precedents

such advice as aforesaid, all such rest and residue of my freehold, copyhold, and leasehold estates, money in the funds, and all other my said personal estate and effects, subject and chargeable as herein before is mentioned unto the *eldest son* then living, of my uncle *John Jones*, of ——— esquire, his heirs, executors, administrators, and assigns, absolutely for ever, such eldest son nevertheless paying thereout, or to the good liking of my said trustees, securing to be paid thereout, unto each and every of his younger brothers, the sum of three thousand pounds each; and I do hereby constitute and appoint my said dear wife *Mary Jones*, the said *Nathaniel Nokes*, and *Oliver Orme*, executors of this my last will and testament, hereby revoking and annulling all former and other wills, by me at any time heretofore made. And my will is, and I do hereby direct, that my said executors and trustees, shall each of them be answerable for her and his act and receipts only, and not the one of them for the other of them; and that they shall not be answerable for any loss or miscarriage by any security or securities, that may happen in my estate; and also that they shall retain all their costs, charges, damages, and expences out of the estates and effects in them respectively vested in and by this my will, and the trust therein contained. IN WITNESS, &c.

I approve of this draugh.

J——H——.

A Devise

A Devise of Copyhold Lands to be sold; the Money to be divided amongst Testator's Children. No. III.

WHEREAS I am seised in fee, according to the custom of the manor of *W.* in the county of *E.* of and in several copyhold messuages, or tenements, and premisses holden of the said manor, and which I have surrendered to the use of my will : I do give and devise the same unto my honoured father *S. S.* of, *Esq.* and his heirs, in trust, with all convenient speed, to sell and dispose of the said, *Esq.* for the best price that can be got, and divide the money arising thereby, and the rents and profits thereof in the mean time, unto and amongst my children *J. A.* and *R.* equally, share and share alike, and to pay my said sons *J.* and *R.* their shares thereof, when and as they shall respectively attain the age of twenty-one years, and my daughter *A.* her share thereof, when and so soon as she shall attain her age of twenty-one years or be married, by and with the consent of my said father, the said monies in the mean time to be placed out on security, at interest, by my said father, to and for their several uses, benefit, and education respectively, and if my sons, or either of them shall happen to die before he or they shall have

6 B 3 attained

attained the age of twenty-one years, or my said daughter shall happen to die before she shall have attained the said age of twenty-one years, or be married with such consent as aforesaid, then the part or share of him, her, or them so dying, to go and be divided to and amongst the survivors and survivor of my children, part and share alike; ALL the rest, residue and remainder of my goods, chattels, debts, and personal estate of what nature or kind soever, after payment of such just debts as I shall owe at the time of my decease, I give and bequeath unto my said three children J. A. and R. to be equally divided amongst them, share and share alike, to be paid my said sons severally, as they shall respectively attain the age of twenty-one years, and to my said daughter when she shall have attained the said age of twenty-one years, or be married, with the consent of my said father, which shall first happen, the interest and profits of each ones share, in the mean time to go and be applied for the maintenance and education of my said children respectively, and my will and meaning is, that if any or either of my said children shall happen to die before the said legacies hereby intended for them, shall become payable as aforesaid, then I give and bequeath the part and share of him, her, or them so dying, to and between the survivors or survivor of
of

of my said children, equally, share and share alike.

T. W. W.

A Bequest to Children.

No. IV.

I Give and bequeath unto my only child *J. H.* in case I shall have no other child living at the time of my decease, or born alive, after my decease, the sum of three thousand pounds, to be paid to my said son, at his age of twenty-one years, the interest and profits thereof in the mean time, to go and be applied for his maintenance and education, and if my said son shall happen to die before the said age of twenty-one years, and I shall have no other child living at the time of my decease, or born alive after my decease, then I give and bequeath the said sum of three thousand pounds, unto my loving wife *M. H.* but in case I shall have two children living at the time of my decease, or if only one child is then living, and my said wife shall be then ensient of any child, which shall afterwards be born alive, then I do hereby give and bequeath unto such two children, the sum of two thousand pounds each, to be paid to them respectively, when and as they shall severally attain the age of twenty-one years, the interest and profits of each one's legacy in the mean-time to go and be applied for their respective maintenances and educations, and if

either of them shall happen to die before the said age of twenty-one years, then I give and bequeath the sum of two thousand pounds, intended for such deceased child, unto the survivor of my said two children, and my said wife *M.H.* equally to be divided between them, share and share alike, my surviving child to be paid his or her share thereof, at his or her age of twenty-one years, and the interest thereof in the mean time, to be likewise applied towards his or her maintenance and education; but in case both such children shall happen to die before the said age of twenty-one years, then I give and bequeath the said legacies herein before given them respectively, unto my said wife *M.H.*

T. W. W.

No. V.

A Codicil to a Will.

I *S. A.* of, &c. do make this codicil to be taken as part of my last will and testament as follows (that is to say), Whereas I have by my said will, given to my sons *W. A.* and *S. A.* the sum of fifty pounds, each, for mourning: Now I do hereby revoke and make void the said legacies to my sons; and I do hereby give and bequeath unto my said son *W. A.* the sum of one hundred pounds, over and above the sum of three hundred pounds, which I have given him by my said will. IN WIT-

NESS

NESS whereof I have to this codicil annexed to my said will, set my hand and seal, the — day of — in the year of our, &c.

Signed, sealed, published, and declared by the said S. A. as a codicil to her last will and testament, in the presence of us.

Case in respect to a Will.

Whether a Devisee, under the following Words, To A. I give and bequeath all my Freehold and Copyhold Estates, (subject to the Payment of Forty Pounds a-year) takes an Estate in Fee, or for Life: also whether an Executor is intitled to the undisposed Residue of a Testator's personal Estate.

CORNELIUS Crow being seised in fee of a freehold estate in *Essex*, of one hundred and ten pounds a-year, and of a copyhold estate in the said county, of about forty pounds a year, which he had surrendered to the use of his will, and also possessed of or entitled to a personal estate to the amount or value of about three thousand pounds, made a will of his own hand writing, in the manner and words following, viz.

“ IN

" In the name of God, Amen. I *Cornelius*
 " *Crow*, of the parish of *Saint John, Hackney*,
 " in the county of *Middlesex*, gentleman, desire
 " to be buried in the grave where my late
 " dear wife lies buried, I give to the vicar of
 " the said parish, the sum of — pounds;
 " and to the lecturers and curate of the said
 " parish ten pounds each; to my worthy friend
 " *Mr. Leith*, of same parish, one hundred
 " pound, which several legacies I direct to be
 " paid — months next after my decease,
 " Give to my godson *Cornelius Jar*, one hun-
 " dred pounds, to be paid a month as before-
 " said; to *Mrs. Watts*, of *Bell Alley, Coleman*
 " *Street*, fifty pounds; and to her daughter
 " *Sophia*, twenty pounds, to be paid as the be-
 " fore mentioned legacies; I give to *Mrs. Fell*,
 " of *Gough Street, Saint George, Hanover Square*,
 " one hundred pounds; to *Miss Hannab*, her
 " daughter, fifty pounds; to *Miss Elizabeth*
 " *Fell*, daughter of *Mrs. Fell*, I give and bequeath
 " all my freehold and copyhold estates, situate in
 " *Essex*, or elsewhere, in *Great Britain*, subject
 " to the payment of forty pounds a year to a ser-
 " vant of my uncle's, *Mary Smith*, who afterwards
 " lived with me; to each servant as shall be
 " living with me at my demise, the sum of
 " ten pounds each, and the like sum to the
 " nurse who shall attend me; to my man ser-
 " vant, all my apparel, linen, woollen, &c.
 " as also my dogs, guns, &c. and fishing tackle;

"to my worthy friend *Batty*, of *Hackney*, ten
 "guineas, to be paid as before mentioned; I
 "desire Mr. *Leith* may perform an anthem on
 "my burial; and that eight guineas may be
 "immediately paid to the ringers, on playing
 "a dead peal. IN WITNESS whereof I the said
 "*Cornelius Crow*, the testator have to this my
 "last will and testament, set my hand and seal
 "the second day of *December*, one thousand
 "seven hundred and seventy.

"I appoint Miss *Elizabeth Jell*, executrix of
 "this my will.

Cornelius Crow.

"Signed, sealed, published, and
 "declared by the said *Cornelius*
 "*Crow*, the testator, as and for his
 "last will and testament, in the
 "presence of us, who in his presence
 "and in the presence of each
 "other, have subscribed our names
 "as witnesses to the due execution
 "thereof.

"To my several legatees a ring each.

Cornelius Crow

(L.S.)

"*Ralph Ellis*,
 "*John Dorron*,
 "*Joshua Jones*.

The

28th Dec. 37—

The testator died a widower, and without issue, and Mrs. *Mary Jar*, widow, his aunt, is his sole heir at law, and only next of kin, but she is not so much as named in his will. The said *Elizabeth Jell*, the executrix has obtained probate of the said testator's will from the prerogative court of *Canterbury*, after an examination and cross-examination in that court, of the subscribing witnesses, as to the due execution of the said will, and the testator's sanity at the time of making thereof, which was greatly doubted by Mrs. *Jar* his aunt, and only next of kin. The testator has not by his will disposed of the residue of his personal estate, nor has he given any legacy to his aunt and only next of kin, and though he has given all his real estates to Miss *Jell* the executrix, and who was no kin to him, he has not given her any pecuniary legacy.

Qu. Therefore, does the said *Elizabeth Jell* by the words of the devise take an estate in fee or for life only in the testator's freehold and copyhold estates in *Essex* or elsewhere? and, who is intitled to the residue of the testator's personal estate?

" I am of opinion, that under the words of
 " this devise, Mrs. *Elizabeth Fell* takes an estate
 " in fee simple, in the testator's freehold and
 " copyhold lands in *Essex* and elsewhere, and
 " that by being made executrix of the will, the
 " said Mrs. *Elizabeth Fell* gains the intire pro-
 " perty and ownership in the personal estate,
 " subject to the payment of the testator's debts
 " and legacies. The testator gives to Miss
 " *Elizabeth Fell* all his freehold and copyhold
 " estates in *Essex*, and elsewhere, did nothing
 " thereby pass to her but for her life, that
 " would leave in the testator an undevise estate
 " in the reversion in fee, and to construe the
 " will so, would be repugnant to the words
 " of the will which give to the said Miss *Eli-*
 " *zabeth Fell*, all his estates wheresoever they
 " may be situate. But by construing the words
 " generally, and with that latitude which their
 " natural sense and import require, that is by
 " expounding them so as to carry the abso-
 " lute fee to the devisee, you satisfy the
 " words, *all my freehold and copyhold estates* in
 " their full extent, *qui dicit omne nihil excipit*.
 " But the subsequent words do also in point of
 " law imply that the devisee was to have the
 " fee; he has subjected the said devise to Miss
 " *E. Fell* to the payment of forty pounds a-year
 " to *Mary Smith*, his uncle's late servant: if
 " Miss *E. Fell* was to have only an estate for
 " her

" her life, in the lands before mentioned and
 " *Mary Smith* was to survive *Miss E. Fell* then
 " *Mary Smith's* annuity must determine with
 " the life of the said *Miss E. Fell*, it being de-
 " rived out of the said *Miss E. Fell's* interest
 " for life, but if you construe the said *Miss*
 " *E. Fell's* estate and interest under the devise
 " to be a fee-simple, then the said *Mary*
 " *Smith's* interest in her annuity will continue
 " during the whole of her life. This agrees
 " with the resolutions in many cases, and they
 " are mostly founded upon *Collier's* case 6
 " *Co.* where it is held that the word *paying* in
 " a devise creates a fee. As to the personal
 " estate, the making any person executor,
 " amounts in a will to a gift of the personal
 " estate without express words, indeed where
 " a separate legacy is expressly given to the
 " person who is made executor, that implies,
 " that nothing was meant by making him exe-
 " cutor, but to confer on him the bare office
 " of executor, wherein he was to be consider-
 " ed as an agent or trustee only, and was not
 " meant to have or take a beneficial interest
 " in the general mass or residuum of the per-
 " sonal estate, for such person having an ex-
 " press beneficial interest in a part (as in a
 " sum certain in the quality of a particular
 " legatee thereof) it would be absurd to sup-
 " pose the intention of the testator to be, to
 " give

" give him a beneficial interest, also in the
 " whole, because that would be almost in the
 " same breath to give him *some* and *all*, like-
 " wise in one and the same moment, which no
 " man in his right senses could ever intend.
 " In these cases, courts of equity have confi-
 " dered such executors as taking under the
 " will, that constitutes them executors, the
 " residuum of the personal estate *under an im-*
 " *plied trust*, that after they have paid all the
 " legacies, and their own particular legacy
 " among the rest, they shall be accountants for
 " the surplus to the next of kin, considering
 " such surplus as an interest undisposed of by
 " the testator, and this is what is called a re-
 " sulting trust; but there is nothing of this
 " kind in the present case, Miss *Elizabeth Fell*
 " is in no part made a legatee of any particular
 " part of the personal estate; here are no words
 " that say or imply that she is to have *all* and
 " *some*; she is made executrix; by *this* it is
 " directed that she shall have *all*, and I appre-
 " hend she is intitled to *all*; and it is plain
 " that the testator had favourable intentions to-
 " wards her since he gave her all his freehold
 " and copyhold estates.

JA. BOOTH.

" I think the executrix will be entitled be-
 " neficially to the residue of the personal estate,
 " for

“for there is no legacy given to her out of
 “the personal estate, nor any circumstance in
 “the will upon which a trust for the next of
 “kin of the testator can be founded.”

“My opinion is, that *Elizabeth Fell* takes only an estate for life by the devise of the real estate in *Essex*; for the payment of the annuity is not a charge upon her, but upon the estate, and there are no words that imply a devise in fee to disinherit the heir, except merely the word *estate*, which is an equivocal term, and may as well be used to describe the particular lands, as the interest the testator had in these lands. I do not therefore perceive that the use of this term *estate* does of itself necessarily imply a devise in fee. But there are some modern cases in which a devise in fee has been implied from very slight indications of the testator's intention, and therefore I desire to be understood in delivering my own opinion as by no means assuring the party that the determination of this question in her favour is certain.”

AL. WEDDERBURN.

“I think that in this case the executrix is intitled to the residue of the testator's personal estate. The common law gives the residue to the executors of such. It is true that when a legacy is given to an executor, and no disposition

is

is made of the surplus, the court of chancery has in many instances decreed the executor to be but a trustee of the surplus for the next of kin presuming from the testator's having given him a specific part that he did not intend that he should have the whole of what is undevise. But the present case does not afford ground for that presumption. Miss *Elizabeth Jell* has only the real estate devised to her by the will, which without a special devise, her being appointed executrix, would have given her no title to : under these circumstances there is nothing from which it can be collected to have been the intention of the testator that the whole residue of the personal estate should not go to the executrix, and therefore I apprehend she is intitled to it under the ordinary rule."

WM. WYNNE.

"I think it a very doubtful question whether *Elizabeth Jell* will be deemed to take an estate for life, or in fee, in the testator's freehold and copyhold estates in *Essex* or elsewhere, but incline in my own opinion, to think the devise will be construed a devise in fee, as there is no remainder over by any implication; and the testator professes to dispose of all his estates which may be deemed to pass all his interest, as well as merely describe the lands to be taken, and the estates are subjected to an annuity

Original Precedents

nuity for *Mary Smith's* life, with respect to the residue of the personal estate, I think according to the determinations in the court of Chancery, that the executrix will be intitled to the residue, and will not be considered as a trustee for the next of kin as to such residue. I should conceive the testator was something of a lawyer, and therefore omitted to give *Elizabeth Jell* any legacy, as thinking the residue of his personalty would go to her as executrix."

THOS. DAVENPORT.

Mr. *Sayer* having perused the above case, with Mr. *Solicitor General's* opinion thereon, gave his sentiments in the following words:

"I apprehend that *Elizabeth Jell* takes the inheritance of all the freehold and copyhold estates, the testator was intitled to."

"Notwithstanding the many cases of surplus's going to executors, they chiefly turn upon the value of such surplus. Courts of justice scarcely ever suffer a stranger who is an executor to take a large surplus, a small one often. If this surplus is small, I think she will have it."

C. SAYER.

"I have reconsidered my own opinion, and have likewise read the opinions of the other gentlemen. I do not think we much differ in opinion

opinion relative to the residue of the personal estate; they think *Elizabeth Jell* will have it at all events. I think, she will have it if the surplus is small; I know of no fixed rule for the determination of any case in the court of Chancery arising upon wills, except the arbitrary construction of the judge upon the testator's intention, I say arbitrary, because there can be no fixed rule of explaining intention. Wills on which doubts arise, are construed in an equitable and just manner agreeably to the circumstances of the testator's family, and as the testator intended, and sometimes as he ought to have intended. If in the original will, the appointment of the executrix appears to be placed to the will as in this case: and if the fact is well proved, and the proof of that fact admitted by the court to be read, that the testator brought his will finished and dated, without appointing any executor, it may weigh much against the testator's intentions, of his giving away the residue of his personal estate to his executrix; and the gift of all the freehold and copyhold estates, without any part of the personal being given to her, may in equity be considered as a compensation for executing so troublesome an office as that of the executrixship. I understand in giving this opinion that there was a perfect friendship and understanding between Mrs. Jar and the testator, although I own I

think the case would be stronger in favour of the next of kin, if instead of a single aunt, the next of kin, were six or seven nephews and nieces without any provision, I have altered the answer to my own liking. And if good proofs are given of the facts charged therein, I do not think Mrs. Jar's case very despicable."

C. SAYER,

A TABLE

A
T A B L E
OF THE
PRINCIPAL MATTERS.

Agreements.

AN Agreement for the sale of a freehold estate. i. 9.
 ——— amongst copartners, to carry on but one
 trade, to keep the capital at a certain sum, to permit
 a stranger on the behalf of a person who advanced mo-
 ney to one of the copartners, to inspect the state of the
 trade, and likewise to secure the payment of the interest
 in respect of the money lent upon the share of the
 partner, who had borrowed the same. i. 11.

——— between brothers, for dividing money left by their
 father's will, notwithstanding any appointment thereof
 by their mother. i. 16.

——— between a brother and two sisters respectively in-
 titled to a real and personal estate, under certain limi-
 tations in a will, that one sister who was immediately
 intitled, but who would forfeit her interest by a breach
 of certain conditions contained in the said will, should
 notwithstanding such breach enjoy the personal estate,
 upon giving up the real estate, and likewise have

liberty for 12 years, to cut down and take away all the coppices, which should during that time, grow on a part of the testatrix's real estate, and that the other sister, on being put into possession of such real estates, should pay 100*l.* and also give up a legacy to which she was conditionally entitled under another will. i. 21.

An agreement that the proprietors of a capital stock wherewith trade was carried on in the name of a company should for a term of years, pay unto the company a certain annual sum, free from deductions, by way of recompence, for permission in carrying on the said trade in the company's hall, and also towards reimbursing certain expences which the company had been put to, by making erections for the convenience of the said proprietors. i. 43.

An agreement amongst like proprietors, whereby former articles are released and discharged, and new covenants and clauses are instituted in lieu thereof. i. 45.

Annuities.

A grant and conveyance of the reversion of an annuity or rent-charge. i. 77.

A grant of an annuity for a term of years, chargeable upon leasehold premises, where an assignment of a lease was the consideration. i. 85.

— for the life of the grantor, chargeable on freehold estates. i. 94.

— by demise and redemise. i. 112.

— of annuities by a parish. i. 119.

— of an annuity, with clause of re-demption. i. 125.

An assignment of an exchequer annuity. i. 263. 265.

— of an annuity under a will. i. 327.

— of an annuity upon various trusts, to secure the repayment of monies. i. 335.

An

An assignment of leasehold premises, as a collateral security the payment of an annuity. 479.

Power of attorney to sell. ii. 514.

Bond for the payment of. ii. 575, 576, 577.

Declaration of trust, that stock has been transferred for securing an annuity. ii. 867.

A mortgage of lands by tenant for life, in possession, for securing an annuity. iii. 1096.

Covenant in a deed of release to pay an annuity. iii. 1197.

A release for suffering a recovery to secure the payment of an annuity. iii. 1418.

Appointment. (See Revocation.)

An agreement between brothers, for dividing money left by their father's will, notwithstanding any appointment thereof by their mother. i. 16.

A deed of appointment of monies, pursuant to a power in a marriage settlement. i. 136.

An appointment of a new trustee. i. 145.

—— of executors in the room of deceased ones. i. 146.

—— in fee. iv. 1557.

—— of new uses. iv. 1583.

Assignment.

An assignment of a reversionary interest in *South-sea* annuities, and of a leasehold estate. i. 154.

—— of the residue of a personal estate from one executor to another. i. 165.

A like assignment. i. 170.

An assignment of a leasehold estate, from an administrator *de bonis non*. i. 176.

—— of monies from the creditors of a copartnership, to one of the copartners. i. 192.

An assignment from the commissioners in a renewed commission of bankrupt to a new assignee. i. 195.

—— from the assignees of a bankrupt, of a leasehold estate and monies, after commission superseded. i. 208.

—— in trust for creditors. i. 215.

—— of leasehold premises, and household goods, previous to marriage. i. 227.

—— of a mortgage. i. 236.

—— of the equity of redemption of mortgaged premises. i. 242. 254. 395.

—— of an exchequer annuity. i. 263. 265.

—— of a bond. i. 269. 275. 281.

—— of a mortgage term to attend the inheritance. i. 291. 302.

—— of an annuity under a will. i. 327.

—— of a pension. i. 331.

Assignments to secure the repayment of monies. i. 275. 331. 335.

—— of an annuity as a security for money lent. i. 335.

—— of terms and leases. i. 350. 369. 417. 430. 440.

—— in deeds of release, iii. 1273. 1320. 1338.

—— in consideration of being discharged from arrears of rent. i. 390.

Assignment by indorsement. i. 413.

—— from a mortgagee and mortgagor to a purchaser. i. 417.

—— from a mortgagee, and the assignees of a bankrupt. i. 430.

—— from a jointenant and mortgagee. i. 440.

—— from a mortgagee to a mortgagor. i. 462.

—— of an agreement for a lease. i. 473.

—— of leasehold premises, as a collateral security for payment of an annuity. i. 479.

—— of copartnership debts and effects. ii. 802.

—— of a policy of insurance. iii. 1047.

An assignment of leasehold estates by way of mortgage. See Mortgages.

— of leasehold premises from trustees under an act of parliament. iii. 1210.

— of monies to arise by the sale of a freehold estate. iii. 1247.

Attorney.

Attorney, power of, in assignments. i. 163. 166. 172. 217. 329. 345. 392.

— to execute a deed. ii. 501.

— to receive rents, debts, and dividends, and to demise estates. ii. 504.

— to receive a composition. ii. 507. 509.

— to dispose of stock in trade, and collect debts. ii. 511.

— to settle accounts, and differences, and receive money. ii. 513.

— to sell an annuity, settle accounts, &c. ii. 514.

— to be admitted to copyhold estates. ii. 517.

— to receive a legacy. 522.

— to deliver seisin in a deed of feoffment. ii. 911. 919. iv. 1509.

A deputation from the steward of a manor to hold a court. ii. 518.

An authority to a steward of a manor to enter satisfaction on court rolls. ii. 520.

Award.

A reference—an appointment of an umpire by the referee, and an award by that umpire. ii. 525.

Bankrupts

Bankrupts. (See *Bargain and Sale.*)

An assignment from the commissioners to a new assignee.
i. 195.

— from assignees to a bankrupt after commission
superfeded. i. 208.

Bargain and Sale.

Of a freehold estate to be inrolled. ii. 531.

The like from a mortgagee and mortgagor. ii. 533.

The like from a surviving assignee of a bankrupt, and
the bankrupt. ii. 536.

Of an estate tail from commissioners of bankrupt to an as-
signee, ii. 539.

Of a reversion from an heir at law, pursuant to a condi-
tion in a will. ii. 550.

From the assignees of a bankrupt, tenant for life and te-
nant in tail, to make a tenant to the precipe. ii. 559.

A bargain and sale for a year to precede a release. ii. 566.

Bonds.

Assignments of. i. 269. 275. 281.

Bond for the payment of a share of copartnership effects.
ii. 574.

— for payment of an annuity. ii. 575, 576, 577. 593.

— of money after the death of a person. ii. 579.
585.

Bond for payment of money by installments. ii. 577,
579.

— for securing money deposited in a person's hands
pursuant to a will. ii. 581.

— for payment of money to a wife in case she sur-
vives, or to her appointee. ii. 586.

Bond

Bond before marriage for securing monies to the wife and children after the death of husband. ii. 590.

— for payment of money by a corporation. ii. 595.

— to suffer a wife to live apart from her husband. ii. 597. 599.

Of indemnity as to a dubious title. ii. 601.

— upon payment of monies. ii. 605.

— against dower. ii. 615.

— a counter bond of indemnity to persons who had indemnified the bank of *England* upon their paying a lost note. ii. 617.

A bond of indemnity on paying money to a person who had not administered. ii. 618.

— on paying a lost bond. ii. 621.

— on paying a lost note. ii. 623.

— on assigning a lease. ii. 627.

— to indemnify one executor against the application of monies by the other. ii. 630.

— on suffering an executor to retain monies directed by the will to be placed out at interest. ii. 633.

— on surrendering copyhold premisses. ii. 624.

— on delivering goods to a broker to sell. ii. 636.

— from a renter warden of a company. ii. 637.

— on a person's being impowered to get in debts. ii. 639.

— for refunding a legacy in case of deficiency of assets. ii. 640.

— that a person when of age shall convey. ii. 643.

— to replace South-sea annuities, and repay dividends. ii. 646.

— for finding an apprentice in cloaths, washing, and in case of sickness, diet, &c. and for fidelity. ii. 648.

— not to make an apprentice free. ii. 650.

— for discharging an apprentice before the expiration of his apprenticeship. ii. 651.

Bond for indemnifying a person on discharging his apprentice. ii. 652.

——— for a journeyman's fidelity. ii. 654.

A bond for a clerk's fidelity. ii. 656.

An arbitration bond. ii. 658.

A respondentia bond. ii. 686.

Declaration of trust in respect to a bond entered into for the benefit of children. ii. 862.

Composition.

An assignment in trust for creditors. i. 214.

Attorney, power of, to receive composition. ii. 507. 509.

A deed of composition with creditors. ii. 696. 719.

Confirmation.

Confirmation by mortgagors of the assignment of mortgage terms. i. 291.

——— of an assignment by a jointenant. i. 456.

——— of a conveyance by an heir at law. iii. 1151.

——— of a defective devise by an heir at law. iii. 1281.

Copartners. (See Bonds.)

An agreement among copartners to carry on but one trade, to keep the capital at a certain sum; to permit a stranger on the behalf of a person who had advanced money to one of the co-partners to inspect the state of the trade; and likewise to secure the payment of the interest in respect of the money lent upon the share of the partner who had borrowed the same. i. 11.

A deed poll whereby the proprietors of a trading company agree to pay to a corporation, a certain annual sum by way of compensation for the use of workhouses and

and for the privilege of carrying on trade in the name of the company. i. 41.

Another deed poll among like proprietors who agree that the committee for managing the undertaking may with the consent of the corporation encrease or reduce their capital stock, which was to be divided into one hundred and twenty shares. i. 50.—the shares not assignable. 51.—a treasurer and under-treasurers to be appointed. 51.

A dissolution of copartnership. ii. 709. 787.

A deed of copartnership between apothecaries. ii. 725.

A deed of copartnership between the proprietors of a public bathing house. ii. 746.

— between dealers in carpets. ii. 767.

A deed whereby one copartner upon retiring from business, grants to others, his share of the copartnership debts and effects. ii. 802.

Copyholds.

Power of attorney to be admitted to copyhold estates. ii. 517.

A deputation to take a surrender. ii. 518.

An authority to enter satisfaction on court rolls. ii. 520.

An appointment of a steward. ii. 521.

Bond on surrendering copyhold premises. ii. 624.

Cases as to copyholds. ii. 830.

A deed of covenants on purchasing a copyhold estate. ii. 846.

— on mortgaging the same. iii. 1104.

Covenants.

Covenants from the grantor in the conveyance of the reversion of an annuity. i. 82.

— On granting an annuity. i. 89. 98. 113. 119.

— in assignments. i. 164. 168. 174. 188.

Cove-

Covenants in deeds of release in fee, (see the title *Releases*).

— in the assignment of leasehold estates—that no act has been done to incumber. i. 386. 423.

— that the leases are valid. i. 188. 232. 251. 388. 425.

— for peaceable enjoyment. i. 188. 252. 366. 388.

— right to assign. i. 251. 387. 426.

— free from incumbrances. i. 189. 252. 368. 426.

— for further assurances. i. 189. 233. 253. 368. 388.

— from the assignee to pay the original rents and indemnify the assignor. i. 191. 429.

— from assignees of monies that they have done no act to release. i. 194.

— from trustees in a deed of trust. i. 220.

— in marriage settlements. i. 232. See also settlements.

— between copartners. ii. 725.

A deed of covenant to lead the uses of a fine. ii. 830. 837.

— to levy a fine. i. 323. ii. 833. 837.

— to produce deeds. ii. 845.

— covenants on purchasing a copyhold estate. ii. 846.

Covenants in leases. See *Leases*.

— in mortgages. See *Mortgages*.

Covenants in conveyances by deed of lease and release. See *Releases*.

Covenant to assign a term. iii. 1395.

— from a purchaser to pay over part of purchase money left in his hands according to directions. iii. 1197.

Special covenants in a conveyance of freehold and leasehold estates by release and assignment. iii. 1239.

Declarations

Declarations of Trust.

Declaration of trust upon the assignment of the equity of redemption of leasehold premises from the assignee. i.

411.

— upon the transfer of a mortgage. ii. 852.

— in respect to an annuity bond. ii. 858.

— upon the assignment of a lease. ii. 860.

— relating to a bond entered into and for the benefit of children. ii. 862.

— that a lease has been granted for the benefit of a proprietary fund. ii. 865.

— that stock has been transferred for securing an annuity. ii. 867.

— that stock has been transferred as a collateral security. ii. 876.

— in respect to bank annuities purchased with the residue of a personal estate and transferred to trustees in pursuance of the directions contained in a will. ii. 883.

— in respect to bank annuities transferred to trustees. iii. 1341.

— that a freehold estate was conveyed to trustees for the use of a corporation. iii. 1267.

Deed Poll.

A deed poll whereby the members of a company, who were proprietors of a capital stock; wherewith trade was carried on in the name of the corporation, did agree to pay to the corporate body, a certain annual sum, for the use of workhouses and other premises, and for the privilege of using the name of the corporation in the carrying on of such trade. i. 41.

— whereby the proprietors of stock in a trading company release and discharge certain articles contained

in

in a former agreement, and institute new covenants or clauses in lieu thereof. i. 45.

—— a recital thereof. i. 141.

Disclaimer.

Disclaimer of title in a declaration of trust. ii. 861.

Disfranchisement.

A deed poll on disfranchising a member of a corporation. iv. 1551.

Dower.

Conveyances to a trustee to avoid dower. i. 82. ii. 1187. 1205. iv. 1465.

Indemnity, against, ii. 615.

Release, of, iii. 1437.

Dower, barred by settlement. iv. 1651.

Exceptions.

Exception of a tenth. i. 83.

—— of a lease. i. 427. iii. 1208.

—— of terms. iii. 1157.

Exchange.

A deed of mutual conveyances between two parties. ii. 892.

Extinguishment.

Extinguishment of rights. iv. 1525. 1540.

Executors. (See Wills.)

Appointment of, instead of those deceased. i. 146.

~~Feoffment.~~

Feoffment.

A deed of feoffment. ii. 909. iv. 1508.

Fines.

Covenant to levy a fine. i. 322. ii. 833. iii. 1153.

— deed to lead the uses of. ii. 830. 837.

— the uses thereof declared to enure to trustees, in order to indemnify a corporation against any loss that they might sustain by the default of their clerk. iii. 1383.

Grants.

A grant of the reversion of an annuity or rent-charge. i. 77.

Grants of annuities. i. 85. 94. 112. 119. 125.

A grant of the next avoidance of a rectory. ii. 920.

Indemnification. (See Bonds.)

Indemnification to trustees under a will. iv. 1860.

— under settlements. *See Settlements.*

— against losses; by a conveyance of a freehold estate. iii. 1377.

— to purchasers against the mis-application of trust monies. iii. 1387.

See also Settlements and Wills.

Leases. See Annuities, Assignments, Bargain and Sale, Bonds, Covenants, Declarations of Trust, and Mortgages.

Leases for a year. ii. 566. iii. 1396.

A lease of ground and houses for a long term from a tenant for life, and a person intitled to the reversion, granted in consequence of a former lease having been destroyed by fire. iii. 933.

— of lands from a tenant for life under a marriage settlement. iii. 946.

A building lease. iii. 962.

A lease of an house determinable at seven or fourteen years. iii. 971.

Covenant for lessor to pay taxes. iii. 981.

— to renew a lease. iii. 984.

Proviso for either lessor or lessee to determine a lease. iii. 981.

— for making void a lease in case lessee dies. iii. 983.

An indorsement for continuing a lease for a further term. iii. 986.

Leasing Powers. See Settlements, Wills.

Marriage. See Bonds, Settlements.

Mortgages. See Assignments; Bargain and Sale.

An assignment thereof. i. 236.

— where the mortgagor borrows more money. i. 316.

— of the equity of redemption. i. 242. 254. 395.

A release from the second mortgagee to the first. i. 254.

An assignment of mortgage terms, to attend the inheritance.

i. 291. 302.

Confirma-

Confirmation of assignment of mortgage terms by mortgagors. i. 291. 320.

A mortgage of leasehold premisses, together with a bond entered into by the lessor, for securing to the mortgagor the possession. iii. 1027.

— of a plantation in *Tobago*. iii. 1053.

— of a freehold estate by demise. iii. 1073.

— a further mortgage by indorsement. iii. 1082.

— from the tenants for life, and a person intitled in reversion under a marriage settlement. iii. 1084.

— by a tenant for life in possession for securing an annuity. iii. 1096.

— in fee with a proviso for reducing the interest, if paid within a limited time. iii. 1109.

A release of the equity of redemption. iv. 1533.

Purchase money to remain on mortgage. iv. 1557.

Obligations. (See Bonds.)

Opinions and Observations.

As to an agreement amongst brothers to take 5000 l. under their father's will, in preference to any disposition thereof by the mother. i. 20.

Whether the breach of conditions contained in a will, will amount to a forfeiture. i. 26.

Actual costs and expences, a good consideration in an agreement. i. 43.

How far a corporation have power to render the clauses in a former agreement, void by a subsequent deed, no liberty of revocation being given by the first. ii. 48.

Whether a wife shall take under articles entered into previous to marriage, and also under the stat. of Distributions. i. 52.

Whether an heir at law can recover an estate which was in pursuance of certain articles settled on his grandfather and grandmother for their joint-lives, with remainder to the heirs of their bodies, after the grandfather had levied

- a fine of such estates, mortgaged the same, and become bankrupt. i. 54.
- Whether money agreed to be laid out in the purchase of lands, to be settled to certain uses, with remainder to the wife, her heirs and assigns for ever, but which was never laid out in a purchase can (the intermediate remainders being spent) be disposed of by the wife; or whether the husband will be intitled to the same by taking out letters of administration upon the wife's death. i. 66.
- Upon an agreement for the sale of an estate, whether the seller or purchaser shall be at the expence of compleating the title. i. 70.
- Whether an agreement to pay an annuity in consideration of services received, is valid. i. 76.
- Whether a grant and demise for 99 years, and judgement in ejectment besides a bond with judgment thereon, is sufficient to secure the payment of an annuity where prior annuities have been granted and secured by bonds and judgments. i. 133.
- Whether lands appointed to the husband in fee-simple by a wife are chargeable with the payment of an annuity, which the wife, in pursuance of a power, had given to a person. i. 148.
- Whether trustees may for the better security of a feme covert, assign to other trustees according to her appointment, the husband being a present trustee and willing. i. 152.
- Whether a lease containing a covenant not to assign, is assignable. i. 488.
- Whether a mortgagee who had as a further security taken a bargain and sale of all the fixtures on the mortgaged premises; was on the bargainor's becoming bankrupt intitled to such fixtures in preference to the creditors. ii. 568.
- What is necessary to be done to constitute a good bill of sale. ii. 572.
- Annuity bonds must be inrolled. ii. 575.

Whether a surviving partner, who received monies from debtors abroad, with notice that a stranger had a third concern therein, may apply such third part to the payment of a debt due from the debtors to a former partner, the stranger having neglected to draw for, or claim his third share for several years. ii. 665.

Whether a bond for preserving secrecy as to a person's procuring a place for one of the obligors will be valid. ii. 677.

How the surety in a bond must proceed to recover a proportion of the principal money from the other parties upon being sued. ii. 680.

Whether respondentia bonds may be purchased, deducting 5 *l.* *per cent.* from the principal money secured. ii. 686.

Whether a bond, for paying money to the obligee, in consideration of his suing for and recovering an estate, is within the stat. against Maintenance; and after payment thereof, whether the obligor can be relieved. ii. 690.

Whether an husband ought to join with the wife in surrendering copyhold premises, devised by her, articles of separation having been entered into between them, and the husband having covenanted, by deed, to permit her to enjoy real estates, and to join in limiting the same according to her appointment; or whether the defect of his surrendering such premises can be supplied for the benefit of creditors. ii. 811.

Whether a mistake in court-rolls, by admitting a person under the will of his mother (who had no right) when he ought to have been admitted as heir at law to his father, or under his will, can be rectified. ii. 826.

Whether a lessee, when there is no exception in the lease against fire, is, upon the premises being destroyed by that casualty, liable upon the general covenants, to pay rent during the remainder of the term, and to rebuild. iii. 989.

Whether a lessee can compel the lessor to rebuild, he having received from the fire-office the money insured.

iii. 991.

How far the lessee of premises destroyed by fire, (when there is no exception against that casualty), is liable to answer damages to the lessor. iii. 998.

Whether a lessor can recover from an assignee, money received by him from the assurance-office; or whether the assignee is answerable only for the actual value of the premises. iii. 1003.

Whether a lessee, who entered into an agreement for the purpose of granting an underlease, for as long as his term should exist, is under that agreement, compellable, having obtained a further term, to grant a lease for the whole. iii. 1017.

Leases should be registered, iii. 1027.

Exceptions against fire, no security to a mortgagee. iii. 1031.

Covenant for making interest principal usurious. iii. 1053.

Interest, upon mortgage of plantations in the *West Indies*, if payable in *England*, not to exceed 5 l. per cent. iii. 1072.

Whether the heir at law of a mortgagor, who was intitled to leasehold and freehold-estates, under a will, in the nature of a tenant in tail, can by any, and what conveyance, make an absolute title to the mortgagee. iii. 1121.

Whether tenants for life, under a marriage-settlement, where there is no probability of issue, can, by mortgage of the settled estate, secure the re-payment of money borrowed. iii. 1132.

Where a trustee refuses to act, the parties interested may appoint one. iii. 1325.

A corporation can only convey by livery and seisin. iv. 1508.

As to the conveyance of a quit rent. iv. 1552.

In respect to the avoiding of a marriage settlement. iv. 1834.

Whether a devisee, under the following words: *To A. I give and bequeath all my freehold and copyhold estates (subject to the payment of forty pounds a-year)* takes an estate in fee or for life; also whether an executor is entitled to the undisposed residue of a testator's personal estate. iv. 1866.

Partition.

A deed of partition of leasehold premises. iii. 1140.

Powers. (See Leases, Mortgages, Releases, Revocations, Settlements, and Wills.)

Power to grant leases. iii. 1433. iv. 1614.

— to change securities settled. iv. 1622.

— to sell and exchange estates settled. iv. 1628.

— to revoke uses. iv. 1628.

— of appointment of uses, (see *Settlements*.) and iv. 1633.

— to appoint new trustees. iv. 1638. and all settlements,

Recitals.

Recitals of a deed of copartnership. i. 11.

— of the advancement of money to copartners. i. 13.

— of a will. i. 16. 21. 28. 152. 170.

— of the death of a trustee. i. 34.

— that certain coppices are growing on an estate. i. 34.

— of an intention to marry. i. 34. also *Settlements*.

— that a company had established a fund to carry on a trade which had encreased, and that they had expended large sums in purchasing ground, and making erections. i. 41, 42.

- Recitals of articles of agreement. i. 45. 473.
 — of a fine whereby an annuity was granted. i. 78.
 — that an annuity is subject to a tenth. i. 79.
 — of lease and release. i. 79. (See also *Releases* and other Titles.)
 — of the purchase of an annuity. i. 80.
 — of a lease. i. 85. (See *Assignments*; *Leases*.)
 — of an assignment of a lease. i. 139.
 — of a marriage settlement. i. 136. 154. 177.
 — of a deed poll. i. 141. 160.
 — of purchases. i. 161. (See also *Releases*.)
 — of proceedings in equity. i. 181. 259. 405.
 — of proceedings under a commission of bankrupt. i. 196. ii. 539.
 — of a mortgage. i. 236. 256.
 — of an act of parliament. ii. 892.
 (See all the Titles.)

Recovery. (See *Bargain and Sale and Releases*.)

Redemption.

- Power to redeem an annuity. i. 125. 131. 321.
 Provisos of redemption. i. 321. See mortgages and iv. 1573.

Release.

- Release by indorsement, of money agreed to be paid under certain conditions. i. 38.
 — of former articles of agreement. i. 48.
 — from one executor to another. i. 163.
 — from a second mortgagee to the first. i. 254.
 — mutual releases. ii. 716.
 Conveyances by lease and release. iii. 1151.
 — from a devisee, and heir at law. iii. 1151.

Release

Release of a manor from a mortgagee, mortgagors, and the trustee of an insolvent person. iii. 1159. *part of the purchase money to remain in the purchaser's hands for particular purposes.*

— of freehold ground rents. iii. 1199.

— of a freehold estate, and an assignment of a leasehold from the trustees named in an act of parliament, and an heir at law. iii. 1210.

— of a freehold estate directed by a testator to be sold, and an assignment of the monies to arise by the sale. iii. 1247.

— to several persons in trust for a corporation with an assignment of a term. iii. 1256.

— from an heir at law to a devisee, in order to confirm a defective devise. iii. 1281.

— from a mortgagor, a mortgagee, and a person formerly intitled. iii. 1287.

— from mortgagees; trustees appointed to sell, and a mortgagor. iii. 1300.

— from a devisee for life, an heir at law, and persons intitled to monies to arise by sale of the premisses after the death of tenant for life, in consideration of bank stock transferred to trustees, for the benefit of the parties. iii. 1323.

— from a mortgagee and mortgagor, of a moiety of an estate, whereof partition had been made under a decree in the court of Chancery. iii. 1343.

— from a devisee, and a trustee under a marriage settlement. iii. 1363.

— to trustees from a person who was appointed clerk of a company, as a security for his fidelity in such situation. iii. 1377.

A release of dower. iii. 1437.

Release of a legacy. iii. 1279. iv. 1549.

— of offices in a corporation. iv. 1551.

A release

A release for suffering a recovery of part of an estate comprized in a settlement, and for confirming the uses in that settlement. iii. 1398.

— for suffering a recovery in order to secure the payment of an annuity and confirm a will. iii. 1418.

A conveyance of freehold premises to a corporation by deeds of lease and release from persons who had purchased the same in trust for such corporation. iv.

1445.

A reconveyance of mortgaged premises from the heir of the mortgagee, his devisees and administrators. iv.

1455.

— of monies charged upon a freehold estate. iv. 1474.

— and extinguishment of rights from executors to a devisee. iv. 1540.

A conveyance by lease and release from a person entitled under a marriage settlement. iv. 1465.

— by lease and release, and a fine and recovery. iv. 1481.

— from an heir at law and trustees in a settlement. iv. 1492.

— of leasehold and freehold premises to the city of *London*, the leasehold by surrender, the freehold by feoffment. iv. 1498.

Release in fee from the assignee of a bankrupt and the bankrupt. iv. 1514.

A release in fee as an extinguishment of rights from several persons claiming an interest in the premises. iv. 1525.

— of the equity of redemption. iv. 1533.

A deed of revocation, appointment, and release in fee. iv. 1557.

Rent Charge.

A Conveyance of a reversion thereof. i. 77.

Reversion.

A grant and conveyance of the reversion of an annuity or rent-charge. i. 77.
Bargain and sale of. ii. 550.

Revocation. (See Settlements.)

A deed of revocation, appointment, and release in fee to a purchaser; part of the purchase money to remain on mortgage. iv. 1557.
Revocation of the uses in a marriage settlement, and appointment of other uses. iv. 1583.

Settlements. (See Bonds, Revocation.)

An assignment of leasehold premises and household goods upon several trusts, previous to marriage. i. 227.
A settlement before marriage of the wife's real and personal estates. iv. 1586.
——— covenant to provide a furnished house for the wife. iv. 1646.
——— a coach and horses. iv. 1648.
——— to give the wife jewels. iv. 1648.
——— the wife not to be taken out of *England*, iv. 1649.
——— to allow an annuity to the wife during the absence of husband, abroad. iv. 1650.
Settlement of Bank annuities. iv. 1652.
A conveyance to trustees of a freehold estate, in order that the wife may receive the rents during life; and charge

charge the premisses with the payment of a sum of money after her decease. iv. 1666.

An assignment of a leasehold estate, in order to secure an annuity to a wife. iv. 1693.

Articles before marriage, whereby a father agrees to admit a son to a share in his trade; and the parents of the wife agree to advance the son monies—in consideration whereof the son agrees to settle a moiety of the wife's estate to uses. iv. 1709.

A settlement before marriage, whereby the intended husband covenants to secure to the wife an annuity, and also a jointure, in proportion to her fortune, according to a power in a will authorizing him so to do—the husband likewise covenants to obtain an act of parliament, to enable him to provide for the children of the marriage. iv. 1726.

A settlement whereby the father secures to the husband an annuity; and covenants to purchase, with part of the lady's fortune, promotion in the army—the lady's fortune to be settled to various uses. iv. 1777.

Provision for a child by a first husband. iv. 1787.

A settlement of freehold and copyhold estates to the husband and wife for their several lives, remainder to trustees, to preserve remainders, remainder to the first and other sons, remainder to daughters, with various other uses. iv. 1801.

A settlement of Bank and South-sea annuities. *ibid.*

Surrender.

Surrender of leasehold premises. iv. 1498.

Trustees.

Trustees.

Conveyances to. *See* different titles, but particularly Settlements.

Clause of indemnity to trustees. i. 235. iii. 1388. iv. 1636. 1860.

— for appointing new trustees. iii. 1389. iv. 1638.

Warranty

In a bargain and sale. ii. 555.

Wills.

A will of freeholds, copyholds, leaseholds, and monies in the funds. iv. 1843.

— of freehold, copyhold, leasehold, and personal estates, to secure an annuity to a wife; to provide for children; and in default of issue, the testator devises the same to the eldest son, of an uncle, charged with the payment of monies. iv. 1857.

A devise of copyhold lands to be sold—the money to be divided amongst children. iv. 1681.

A bequest to children. iv. 1683.

A codicil to a will. iv. 1865.

ERRATA

In Vol. II.

Page 665, lines 2 and 3, instead of "Whether a surviving partner may apply monies which he received" read "*Whether a surviving partner who received monies from*" &c.

In Vol. III.

— 1053. In the opinion in Italics, instead of *an order* read *in order*.

— 1281. line 2. instead of *Devise* read *Devisee*.

— 1377. No. XLV. instead of *Conveyance* read *a Conveyance*.

In Vol. IV.

— 1455. in the foot Note, instead of *Mr. White* read *Mr. Bew*.

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